

# GET AHEAD SCHOOLS

*Where every child feels worthy and validated.*



## WHITTLESEA GET AHEAD PRIMARY PARENT CONTRACT

Student's Name and Surname: .....

## CONTRACT OF ENROLMENT AT WGAP

### 1. OVERVIEW

- 1.1 This is a contract of enrolment for Whittlesea Get Ahead Primary. It sets out the rights and duties of the parents and legal guardians of children who enrol at our school.
- 1.2 In this contract, the words:  
 “We”, “our” and “the school” refer to Whittlesea Get Ahead Primary.  
 “You” and “your” refer to the parents or legal guardian, and the payer of the child named below.
- 1.3 When you sign this contract, you confirm that you understand and agree to the rights and duties imposed on you in this contract, for example, paying fees on time, being responsible for the behaviour of your child, and ensuring that you and your child comply with all policies of the school. If there are any terms and conditions that you do not fully understand, please let us know before you sign.
- 1.4 The admission and enrolment of students to Whittlesea Get Ahead Primary is at the sole discretion of the school. The school, after due process, cancel enrolment in accordance with the rules.

### 2. DEFINITIONS USED IN THIS CONTRACT

<b>“We”, “our”, “the school”</b>	Whittlesea Get Ahead Primary (WGAP)
<b>“You” and “your”</b>	The parents or legal guardians.
<b>Child</b>	The child named on page 1 whom we enrol to be educated at the school.
<b>Code of Conduct</b>	The rules approved by the school’s Board of Trustees that we require all students to obey for proper management, safety and good discipline. These form part of the policies of the school.
<b>Consumer Protection Act</b>	The Consumer Protection Act, No 68 of 2008.
<b>Extra goods and services</b>	The goods or services in addition to tuition that we provide for the benefit of your child, to provide adequately for education activities, extra-curricular activities of special educational needs.
<b>Fees</b>	The deposit, the school fees and the extra costs referred to in clauses 14 and 15.
<b>Operational Head</b>	The person appointed by the school’s Board of Trustees to be responsible for the day-to-day management of the school, including anyone the Operation Head delegates these duties to.
<b>Payer</b>	The person or entity, other than the parent or legal guardian, nominated by the parent or guardian to be responsible for paying some or all of the fees.
<b>Policies</b>	The rules and principles adopted by the school to regulate the day-to-day running of the school. The policies include the Code of Conduct, safety rules, fee schedules, debtors’ procedures, school grievance procedures and other policies the school adopts from time to time.
<b>POPIA</b>	The Protection of Personal Information Act, No. 4 of 2013.
<b>Term</b>	The period when the school holds classes during a school year.
<b>Third party</b>	A person or organisation other than you or us.

**3. DETAILS OF THE CHILD TO BE ENROLLED AT THE SCHOOL**

<b>Name of child:</b>	
<b>Identity number:</b>	
<b>Age today:</b>	
<b>Grade to be enrolled in:</b>	
<b>Father's Full Name:</b>	
<b>Mother's Full Name:</b>	
<b>Legal Guardian:</b>	
<b>Payer:</b>	

(The full details of the parents, legal guardian and payer are attached to this contract.)

**4. DECLARATION BY PARENTS AND LEGAL GUARDIAN**

By signing below, I declare that:

- 4.1 I am the mother, father or legal guardian of the child named above;
- 4.2 I have read and understood this contract, including the attachments to it, and the policies of the school;
- 4.3 I understand that I and the child must comply with the terms and conditions of this contract for the child to remain enrolled at the school;
- 4.4 I accept that I am personally responsible to pay the fees on demand from the school. I understand that the school may demand payment of fees from me jointly with any other parent, legal guardian or payer, or separately from me alone. The obligation exists throughout the duration of the contract, even if I am not the state payer.

	<b>SIGNATURE</b>	<b>PLACE SIGNED</b>	<b>DATE</b>
<b>Mother:</b>			
<b>Father:</b>			
<b>Legal Guardian:</b>			

**5. DECLARATION BY PAYER:**

By signing below, I declare that:

- 5.1 I am the payer of some or all of the fees set out in this contract;
- 5.2 I have read and understood this contract, including the attachments to it and the policies of the school;
- 5.3 I understand that I and the child must comply with the terms and conditions of this contract for the child to remain enrolled at the school.

	<b>SIGNATURE</b>	<b>PLACE SIGNED</b>	<b>DATE</b>
<b>Payer:</b>			

**6. ABOUT THIS CONTRACT**

- 6.1 This contract governs all of the following:
  - 6.1.1 The relationship between you and the school;
  - 6.1.2 The relationship between your *child* and the school;
  - 6.1.3 The relationship between the *payer* and the school, where you have nominated another person to be responsible for paying *fees* and other costs.
  
- 6.2 The contract is made up of the following documents:
  - 6.2.1 The terms and conditions set out in this document;
  - 6.2.2 The documents attached at the end of this document;
  - 6.2.3 The school *policies*.
  
- 6.3 When you sign this contract, you confirm that you are familiar with the *policies* of the school and that you have read, understood and agree to them. We will make copies of the *policies* available to you on request and free of charge, and on our website.
  
- 6.4 The contract contains terms and conditions that may do any one or more of the following:
  - 6.4.1 Limit the legal responsibility of the school or of a *third party*;
  - 6.4.2 Create legal responsibility for you;
  - 6.4.3 Be your acceptance that certain statements are true (called acknowledgments of fact).

As it is important that you understand the legal consequences of these terms and conditions, your attention will be drawn to them at the end of the clauses that contain them. You will be asked to initial the relevant clauses to show you understand and accept them. The wording that will appear is as follows:

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

(Please let us know before you sign if there are any terms and conditions that you do not understand.)

- 6.5 The rights you have in this contract are in addition to your rights under the *Consumer Protection Act*. If there is a conflict between any terms and conditions of this contract and the rights you have under the *Consumer Protection Act*, the *Consumer Protection Act* will apply. This contract must not be interpreted to limit any rights you or we have under the *Consumer Protection Act*.

**7. DISCLAIMERS AND INDEMNITY**

- 7.1 The parent indemnifies and holds harmless the school, the Board, the Operational Head and the employees, as well as their authorised agents and/or representatives, against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses, whatsoever in respect of, or in connection with damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the student’s enrolment at the school, save that the school shall be liable and liability will not be excluded under this clause in respect of loss, occasioned by gross negligence and/or wilful misconduct attributable to the school, the Board the Operational Head and the employees, as well as their authorised agents and/or representatives

7.2 Unless you expressly notify us in writing to the contrary, you consent to the student/s participating, under proper supervision, both in and outside the school, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to the student travelling to and participating in school activities and programmes outside the school. Subject to the school taking reasonable care to avoid harm and save for any gross negligence on the part of the school, its employees or agents, the school is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the school against any claims in that regard.

**8. YOUR DUTIES UNDER THIS CONTRACT**

**8.1 TO PAY FEES**

8.1.1 There are three types of fees you are responsible to pay:  
 Deposit,  
 School fees,  
 Extra costs

8.1.2 These fees are collectively referred to as the fees in this contract. The table below sets out what each of the fees are and how it works. We will give you a copy of the fee schedule when your child is enrolled at the school. This sets out the amounts of the fees and dates for payment.

THE FEE	WHAT IT IS	HOW IT WORKS
<b>Deposit</b>	<p>An amount paid annually before the end of November to the school for the following year.</p> <p>This amount is deducted from the annual school fee owed by the parents/guardians/payer. This amount is reviewed annually.</p>	<p>You pay the deposit once your child has been offered a place at the school and you have accepted that place.</p> <p>The deposit is an annual payment and may go up each year as your child progresses through the grades at school.</p> <p>If your child does not take up a place at the school after you have signed the contract and paid the deposit, you will not be refunded the deposit. You agree that we may keep the deposit as a reasonable cancellation fee for your child’s withdrawal. If your child does not take up a place at the school because of their death or long-term hospitalisation, we will refund the full deposit and registration fee.</p>
<p><b>This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.</b></p>		
<b>Mother</b>	<b>Father</b>	<b>Legal Guardian</b>
		<b>Payer</b>
<b>School fees</b>	The costs for your child’s education.	The amount, payment method and payment due dates are set out in the fee schedule which is given to you at the start of the school year. It is also available on the school’s website.
<b>Extra costs</b>	The costs for extra goods and services that we provide to your child from time to time.	We will, as far as reasonably possible, let you know before we provide extra goods and services. You accept that the extra goods and services are part of the school’s standard offerings and that you have specifically requested them. This means that they are not unsolicited. This applies even where at the time of signing this contract it was not reasonable or even possible to specify every one of the extra goods and services we might provide in a school year. You and the payer accept delivery of the extra goods and services and the responsibility

		to pay for them. The extra costs will be specified in the payment schedule, added to your school account and must be paid by the end of each term. We do not accept upfront cash payments for extra goods and services  Examples of extra goods and services include school tours, extra-curricular activities, text books, and stationery.	
<b>This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.</b>			
<b>Mother</b>	<b>Father</b>	<b>Legal Guardian</b>	<b>Payer</b>

**8.2 WHAT YOU MUST PAY**

You must pay all fees that apply to your child attending the school.

**8.3 WHEN YOU MUST PAY**

- 8.3.1 You must pay the fees on or before the dates set out in the fees schedule.
- 8.3.2 At your child’s first enrolment at the school and at the beginning of each school year, you may choose to pay the school fees yearly, termly or monthly. We will let you know in advance when the school fees go up.
- 8.3.3 If you are not sure about how much you must pay and by when, please speak to us. We will give you a written explanation of how the fees work.

**8.4 HOW YOU MUST PAY**

- 8.4.1 For the deposit, you must EFT into our bank account on the date given in the Fee Schedule.
- 8.4.2 If you pay the school fees termly or annually, you must EFT into our bank account by the date given in the Fee Schedule.
- 8.4.3 In our endeavour to become a cashless school, monthly school fees may be paid via debit order, EFT, cellphone banking or by swiping a debit/credit card at the school.
- 8.4.4 **Default in payment:**  
I agree to complete a debit order form (Annexure A) and understand that should I fail to meet my school fee commitment, I am then obligated to action the debit order, or risk contract suspension or termination.

MOTHER’S SIGNATURE	FATHER’S SIGNATURE	LEGAL GUARDIAN’S SIGNATURE	PAYER’S SIGNATURE

**8.5 WHEN FEES GO UP**

We review the fees from time to time and may increase them by an amount we consider reasonable. We will aim to give you at least two calendar months’ notice of any increase in the fees due for a particular term. You have a right to cancel this contract if the increase in school fees is to an amount which you no longer wish to pay. If you do cancel for this reason, you will not lose any school fees you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven days of receiving the notice of increase. If you cancel after the seven days, then you must either give a full month’s notice or pay a full month’s fees instead of notice.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**8.6 THE RESPONSIBILITY TO PAY REMAINS WITH THE PARENTS OR LEGAL GUARDIAN**

Even if you have nominated a payer to pay the fees, you remain responsible to pay the fees if we do not receive payment from the payer. By signing this contract, you accept responsibility for payment in your personal capacity both as a surety for the payer and as a co-principal debtor with the payer. A surety is a person who takes responsibility for another’s person’s contractual duties. A co-principal debtor is a person who steps into the place of the main debtor if the main debtor does not fulfil their contractual duties.

**8.7 ADVANCE PAYMENTS**

You agree that we may deposit any fees you pay in advance and hold them according to the Consumer Protection Act. We have the right to treat interest generated from the deposited fees as income for the school. This means if we do refund fees you paid in advance for any reason, we will not pay you any interest on the refund.

**8.8 LATE PAYMENTS**

You accept that if any instalment of a fee is not paid in time, you are responsible to pay immediately the full amount of all fees you owe to us. If you ask, we may decide to accept a late payment and continue to allow you to pay in instalments. However, this decision is ours alone and if we do allow it for one late payment, it does not mean we must allow it for other late payments.

**8.9 INTEREST ON LATE PAYMENTS**

We add interest to any late payments. The rate of interest is the maximum rate of interest for incidental credit as set out in the National Credit Act, 2005. We alone may decide to charge a lower rate of interest. If you do not pay the interest by the last day of the month that the interest applies to, we will add interest to the interest in the following month. The same interest rate will apply.

**8.10 OTHER COSTS WE CAN RECOVER FROM YOU FOR LATE PAYMENT**

Under the National Credit Act, we are also entitled to recover:

- Late payment administration costs (called default administration costs);
- Collection costs;
- Legal costs on the attorney-and-own-client scale;
- Collection commission.

**8.11 YOU MUST PAY ANY DEBT WHEN WE DEMAND IT**

If money is owed to us (the debt) at any time during or after this contract, you must pay the debt when we demand it. We will give you a certificate signed by the bursar that shows the amount owed. You accept that the certificate is sufficient evidence without further explanation of the amount you owe to us and the date by when the debt is due (this is known as prima facie proof). If you dispute the amount that you owe or the date by when you must pay, you must prove that the amount is not owing or that it is not owing by the date shown on the certificate.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**8.12 TO CO-OPERATE WITH THE SCHOOL**

The parents acknowledge and accept the school is acting as experts in education, and that the school has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology.

To fulfil our duties to you, we need your co-operation. In addition to the specific duties set out in this contract, you must:

- Encourage your child in their studies, and give appropriate support at home;
- Keep us informed of matters that affect your child;
- Attend school and parent meetings;
- Keep a courteous and positive relationship with our staff.

**8.13 TO MAKE SURE YOUR CHILD COMPLIES WITH THE CODE OF CONDUCT**

You must make sure that you and your child comply with the school’s Code of Conduct. These are the rules approved by the school’s Board of Trustees that we require students to obey for proper management, safety and good discipline. A copy of the Code of Conduct is given to each child when he or she enters the school and is also sent to the parents when the child is offered a place at the school. You and your child will be informed of any changes that we make to the Code of Conduct from time to time.

The Operational Head may decide to suspend or expel your child from the school if he/she does not comply with the Code of Conduct. The school’s Code of Conduct gives examples of the type of offences that may lead to a student being suspended or expelled. The examples are not a closed list. A student may be suspended or expelled for offences that are not given in the examples, or for lesser offences where previous misbehaviour or the circumstances of the case otherwise justify the action. Before expelling a child, the school will always follow proper disciplinary processes.

**8.14 TO REMOVE YOUR CHILD FROM THE SCHOOL WHEN SUSPENDED OR EXPELLED**

If your child is suspended after a proper disciplinary process, you must remove your child either immediately or at a specified date depending on what the Operational Head considers reasonable in the circumstances.

In cases where a disciplinary process is contemplated but not yet started, the Operational Head may suspend your child from the school. This suspension might be for any number of reasons that the Head considers reasonable in the circumstances, for example, to avoid aggravating a difficult situation, or to protect witnesses (of which your child may be one). You must then immediately remove your child from the school for this period.

If your child is expelled after a proper disciplinary process, you must remove your child either immediately or at a specified date depending on what the Operational Head considers reasonable in the circumstances.

We do not have a duty to give you a full term's written notice if we expel or suspend your child. We will refund any school fees you have paid in advance for the next term or terms.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**8.15 TO INFORM US IF YOUR CHILD HAS SPECIAL NEEDS**

You understand that we do not have the facilities and resources to provide high quality education to children with special needs. You have a duty to tell us in writing, before your child is enrolled at the



school, if your child has any special needs. These needs may be due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need.

If the Operational Head's reasonable opinion is that we cannot, or can no longer, provide adequately for your child's special needs, we may cancel this contract.

**8.16 TO BE RESPONSIBLE FOR YOUR CHILD OUTSIDE SCHOOL HOURS**

We will tell you the finishing times of all school activities. You accept that you are responsible for your child after the finishing times of any school activity whether or not they are on school premises.

**8.17 TO TAKE CARE OF YOUR CHILD'S PROPERTY**

You and your child are responsible for taking care of their property. You accept that we are not responsible for the loss, theft, damage or destruction of any property your child brings onto the school premises. This includes school clothing, sport equipment, books, bags, cell phones, head phones, iPads, games, or any personal possessions. We are responsible for that property only if we or our staff are in physical possession of it and the loss, theft, damage or destruction happens because one or both of the following takes place:

We or our staff treated the property as our own;

We or our staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for taking care of property belonging to another person, when handling, safeguarding or using the property.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**9. THE SCHOOL'S DUTIES UNDER THIS CONTRACT**

**9.1 TO EXERCISE REASONABLE SKILL AND CARE**

While your child is a student at the school, we undertake to exercise reasonable skill and care for his/her education and well-being. Our undertaking applies during school hours and at other times when your child has our permission to be on school premises or is participating in activities we have organised.

Unless you write to us in advance with the specific purpose to withhold your consent, you consent to your child:

- Taking part in supervised school activities. These activities may include contact sports and sports or activities with some risk of physical injury;
- Travelling to supervised school activities that take place outside of school premises.

We will take reasonable care to avoid loss, damage, injury or death to your child. Unless we are so careless as if we had intended the harm (known in law as gross negligence), we are not responsible for the loss, damage, injury or death that results from your child taking part in these activities. You accept the legal responsibility for any claims for loss, damage, injury or death that result from your child taking part in these activities.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

## **9.2 TO WATCH YOUR CHILD'S PROGRESS AND REPORT TO YOU**

We watch your child's progress at the school and produce regular written reports. We will let you know if we have any concerns about your child's progress. However, we do not have a duty to diagnose any learning disability or other condition your child may have. We can arrange a formal assessment of your child by an appropriate expert. You will be responsible to pay for the formal assessment. You may also choose to arrange the formal assessment yourself.

## **9.3 TO PROTECT PERSONAL INFORMATION ABOUT YOU AND THE CHILD**

When you apply for your child to be enrolled at the school and when you sign this contract, you give us personal information about you, your child and the payer. We undertake to protect this personal information according to our privacy policy, which is set out in the clauses below.

We may not distribute or publish any personal information about you, your child or the payer, unless you give us your consent in writing. If this is the case, we may only distribute or publish the information specified in your consent and only to the people and for the purpose stated in your consent.

When you sign this contract, you give us your consent to:

- Collect, store and process names, contact details and information relating to the student, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the school for school-related purposes to the extent required for the purpose of managing relationships between the school, parents/guardians, and current students, as well as providing references and community with the body of former students; and
- Supply information and a reference in respect of the student to any education institution which the parents propose the student may attend. The school will take care to ensure that all information that is supplied relating to the student is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the school cannot be liable for any loss the parents or the student is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the school.
- share credit information about you, the payer, and any divorced or separated parent responsible for paying fees;
- Inform any other school or educational institution to which you propose to send your child of any outstanding fees;
- Collect and store names and contact details about yourself and your child;
- Share names and contact details about yourself and your child with other parents, legal guardians, staff or other people we authorise for school-related purposes. We undertake to only share this information to the extent needed to:
  - manage relationships between the school, the parents, the legal guardians, and the current students;
  - provide references;
  - communicate with the body of former students.
- Include photographs, with or without name, of your child in school publications, or in press releases to celebrate the school's or your child's activities, achievements or successes;
- Supply information and a reference for your child to any educational institution which you propose your child may attend. We will take care to ensure that all information we supply about your child is accurate and that any opinion we give on their ability, aptitude and character is fair. However, we are not responsible for any loss you or your child may suffer from correct statements of fact we make or opinions we reasonably give.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

(If at any time you wish to withdraw your consent, you must write to us to let us know.)

**9.4 SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND STUDENTS THAT IMPLICATES OR CONCERNS THE SCHOOL**

The parents undertake that they shall not, and will procure that the student shall not:

9.4.1 Engage in any media, online communication activities or any other communications in the public domain that, if linked to the school:

9.4.1.1 Could have an adverse impact on its reputation or public image, or involve it in a public controversy; or

9.4.1.2 Are in breach of the school’s policies, ethics, mission and values;

9.4.1.3 Disclose the personal details of the school’s employees, other parents and/or students;

9.4.1.4 Disclose any confidential information relating to the school, including any details surrounding disputes as contemplated in clause **Error! Reference source not found.**;

9.4.1.5 Raise, allude to, or publicise any disputes or grievances pertaining to the school or any of its employees, other parents or students on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith and in accordance with clause **Error! Reference source not found.**.

9.4.2 Failure to adhere to this clause **Error! Reference source not found.** shall constitute a material breach of the agreement.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**9.5 CONSENT TO USE OF THE STUDENT IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS**

He school and ISASA may, from time to time, be required to make use of still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name of the student, or depicting the student, and student intellectual property.

The parents are required to complete annexure c1 to give or deny the school consent to make use of the media contemplated in clause 9.5.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

## 10. ENDING THIS CONTRACT

### 10.1 WHEN THE CONTRACT ENDS AUTOMATICALLY

This contract ends when your *child* completes the school's curriculum and any exit examination we offer at the end of your *child's* schooling. This contract therefore continues indefinitely until that time unless it is ended in terms of this contract.

### 10.2 WHEN YOU MAY CANCEL THE CONTRACT

**You have the right to cancel this contract at any time and for any reason. To do this, you must give us one month's notice in writing of your intention to do so. If you do not give us one month's notice before you withdraw your child from the school then you must pay a full month's fees instead of notice.** You will also be responsible to pay the portion of extra costs allocated for the term ahead and a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. You must pay this amount on the first day of the term which would have been the final term if you had given appropriate notice. If you chose to pay school fees yearly or if you have paid any extra costs in advance, we will credit those amounts to your account.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

### 10.3 WHEN WE MAY CANCEL THIS CONTRACT

We have the right to cancel this contract at any time and for any reasonable reason. To do so, we must give you one month's notice in writing of our intention to end this contract. At the end of the month in question, you must remove your *child* from the school. We will refund to you any *fees* you have paid in advance less any amounts you owe to us.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

If we cancel the contract, we do not lose our rights to claim other amounts or action from you. If you or your child commits a material breach of the contract and does not fix the material breach within 20 business days of receiving notice from us to do so, then we have the right to:

- Cancel the contract immediately and without notice to you;
- Ask you to immediately remove your child from the school;
- Keep all amounts you have paid in advance;
- Claim additional amounts from you including an amount called damages. The damages will be equal to a term's fees at the time of cancellation.

A material breach is considered to exist where you or your child:

- Fail to uphold the school policies;
- Fail to pay any fees by their due date;
- Fail to fulfil any legal requirements necessary for your child to attend school in South Africa, for example, not obtaining a valid study permit for your child if he or she is a foreign citizen;
- Act in such a way that you or the child become seriously and unreasonably uncooperative with the school and in the opinion of the Head, your or your child's behaviour negatively affects your child's or other children's progress at the school, the well-being of school staff, or brings the school into disrepute.

## **11. DISPUTES**

### **11.1 ADDRESS FOR DELIVERING LEGAL NOTICES AND PROCESSES TO YOU**

You choose the residential address set out in annexure "A" as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the school to you. An example of a legal process is a summons, which is a document the sheriff of the court serves to start legal proceedings.

### **11.2 ALTERNATIVE DISPUTE RESOLUTION**

Except for our claims for liquidated debts, all disputes arising out of this contract must be resolved according to the process set out below. A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute. Refer to paragraph 55 below for claims for liquidated debts.

### **11.3 PROCESS FOR RESOLVING DISPUTES**

11.3.1 The concerned party must first try to find an amicable resolution by writing to the other party setting out their concerns. If there is no resolution to the written notice within 5 days, then the parties must each refer the dispute to a representative they choose to act for the parties in negotiations. The parties must inform the other party of the name and contact details of that representative by the end of the 5<sup>th</sup> day.

11.3.2 The representatives must try to resolve the matter through negotiation with each other. If negotiations do not reach a resolution within 15 days, either party may then within 10 days refer the dispute for resolution by mediation. The mediation must be conducted under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.

11.3.2 If mediation fails, any party may then within 10 days of the failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by you and us, or, failing agreement within 10 days of the referral, by AFSA) as an expedited arbitration in Queenstown under the then current rules for expedited arbitration of AFSA.

11.3.3 This clause does not stop either you or us from access to an appropriate court of law for interim relief for urgent matters by way of an interdict or a court order called a mandamus while finalising the dispute resolution process.

11.3.4 This clause is a separate agreement from the rest of this contract and remains in effect even if the contract ends for any reason.

### **11.4 BRINGING LEGAL ACTION IN THE MAGISTRATE'S COURT**

You agree that we may start legal proceedings to recover any liquidated debts you owe to us in any Magistrate's Court that has the authority (called jurisdiction) to hear the matter. This is in terms of sections 45 and 28 of the Magistrates' Courts Act (Act No 32 of 1944). A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute.

### **11.5 SOUTH AFRICAN LAW**

South African law governs this contract.

## **12. GENERAL**

### **12.1 INFORMATION YOU GIVE US IS COMPLETE AND TRUE**

You confirm that any information you give to us in relation to this contract or for any other purpose related to your child's education at the school is to the best of your knowledge and belief, complete, and true.

You undertake to inform us in writing of any changes to the information contained in this contract.

**12.2 WHEN WE MAY CHANGE THE TERMS AND CONDITIONS OF THIS CONTRACT**

We have the right to change these terms and conditions from time to time for legal, safety or other valid reasons or to ensure the proper delivery of education at the school. The school will give you at least a two calendar months' notice of any changes. You have a right to cancel this contract if the changes to the terms and conditions are ones you do not agree with. If you do cancel for this reason, you will not lose your deposit or any school fees you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven days of receiving the notice of change. If you cancel after the seven days, then you must either give one month's notice or pay one month's fees instead of notice.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.**

MOTHER	FATHER	LEGAL GUARDIAN	PAYER

**12.3 EACH TERM AND CONDITION IS SEPARATE**

Each term and condition contained in this contract is separate from the other terms and conditions. This means if a court or consumer commission decides that any term or condition is unfair or illegal and, therefore, unenforceable, the remaining terms and conditions of the contract will remain valid.

**ANNEXURE A: DETAILS OF PARENTS, LEGAL GUARDIANS AND PAYERS**

This annexure is to be completed and will be kept on file by the bursar. Refer to paragraph 8.4.4 on page 6.

	<b>FIRST PERSON RESPONSIBLE FOR PAYMENT OF FEES</b>	<b>SECOND PERSON RESPONSIBLE FOR PAYMENT OF FEES</b>
<b>Title and Surname</b>		
<b>First Name</b>		
<b>Home Address</b>		
<b>Postal Address</b>		
<b>Email Address</b>		
<b>Name of Account Holder</b>		
<b>Name of Bank</b>		
<b>Branch Name</b>		
<b>Branch Code</b>		
<b>Account Number</b>		
<b>Account Type</b>		
<b>Signature</b>		
<b>Date</b>		

**ANNEXURE B: CONSENT FOR THE USE OF STUDENT IMAGES AND MEDIA IN SCHOOL PUBLICATIONS**

1. I/We the parent(s) of ..... (the student) hereby give the school our written consent to:

include any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name, of the student, or depicting the student, for the following uses:

- 1.1 in school publications (whether local or international), the school website or in press releases to celebrate the school's or the student's activities, achievements or successes;
- 1.2 sales and marketing materials of the school such as leaflets, flyers, brochures or any other printed media designed for this purpose and disseminated locally or internationally;
- 1.3 the development of materials for educational or publicity purposes both locally and internationally; and
- 1.4 promotion of the school on the school's official social media platforms, including but not limited to Facebook, Instagram, Twitter, YouTube or any other such social media platform designated for official use by the school.

2. The consent contemplated above be valid until the student reaches the age of majority.

3. The school shall (and will procure that any third party professional engaged for the abovementioned purposes shall) under no circumstances sell any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name to a third party.

	<b>SIGNATURE</b>	<b>PLACE SIGNED</b>	<b>DATE</b>
<b>Mother:</b>			
<b>Father:</b>			
<b>Legal Guardian:</b>			