



Enrolment Contract
amongst
Prestige College
(the school)

And

1. Parent/Guardian:

ID/Passport No:

2. Parent/Guardian:

ID/Passport No:

Name of Learner

Grade registered for:

Year: First Registration:

Anything the school should be aware about ? :

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Revised October 2021

PARENT DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure B, declare that he/she/they are the Parent/s of the Learner/s, whose details appear in Annexure A. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Learner to be successfully enrolled and retained at the School.

IMPORTANT NOTICE:

By signing or initialling this Contract, the Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parent and the Learner comply with any terms and conditions contained in the Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

This Contract contains clauses which appear in similar text style to this notice and which:

- **may limit the risk or liability of the School or a third party; and/or**
- **may create risk or liability for the Parent; and/or**
- **may require the Parent to indemnify the School or a third party; and/or**
- **serve as an acknowledgement, by the Parent, of a fact.**

Attention is drawn to these clauses because they are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract is intended to or must be understood to restrict, limit or avoid any rights or obligations created for the Parent or the School in terms of the Consumer Protection Act.

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1. DEFINITIONS

In this Contract:

- 1.1 **"Additional Fees"** means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent in advance, to provide adequately for the education and related activities and services provided to the Learner, including the costs of co-curricular activities, or special educational needs;
- 1.2 **"Additional Goods/Services"** means those goods or services that may be provided to or for the benefit of the Learner from time to time, as determined by the School from time to time;
- 1.3 **"Board"** means the body of people authorised by the School's constitutional documents to jointly supervise and govern the School, including but not limited to the board of directors, trustees or governors;
- 1.4 **"Contract"** means this document, including all its annexures as well as any Policies, as amended from time to time;
- 1.5 **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008;
- 1.6 **"Enrolment Fee"** means the amount of money payable by the Parent/s to the School to cover all the administrative costs involved in registering a Learner at the School and which may include an initial contribution to the development and capital costs of the School;
- 1.7 **"Fee"** means any amounts owing to the School for a Learner's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to the Parent in advance and may include, but are not limited to, the:
- 1.7.1 Enrolment Fee/ Application fee
- 1.7.2 Extra-Mural Fee;
- 1.7.3 E-learning fee (Electronic materials/equipment, Wi-Fi platform and access at school, maintenance of computer rooms, electronic programmes)
- 1.7.4 School Fees;
- 1.7.5 Hostel Fees and
- 1.7.6 Any other Additional Fees (Eg. Cambridge curriculum, books, e-books, camps, etc)
- 1.8 **"Head of School"** means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.9 **"Learner"** means the child (of any age) admitted by the School to be educated, whose details appear in **Annexure A**.
- 1.10 **"Learner Intellectual Property"** means any and all intellectual property created, developed and/or generated by the Learner, including, without limitation: (i) artworks, drawings, music and/or writing; (ii) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all software, databases and data collections and all rights therein; (v) all moral and economic rights of authors

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and inventors, however denominated; (vi) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (vii) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;

- 1.11 **"Material Breach"** means a breach that is material in the context of the overall arrangements between the School, the Parent and the Learner as set out in this Contract or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where the Parent or the Learner (as applicable):
- 1.11.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time; E.g. Code of conduct, Examination rules policy and others.
 - 1.11.2 fail to pay any fees by their due date;
 - 1.11.3 fail to fulfil any legal requirements necessary for the Learner to attend school in South Africa;
 - 1.11.4 act in such a way that the Parent or the Learner (as applicable) become uncooperative with the School and, in the reasonable opinion of the Head of School, the Parent or the Learner's behaviour negatively affects the Learner's or other learners progress at the School, the well-being of School staff, or brings the School into disrepute; or
 - 1.11.5 the School determines, in its reasonable opinion, that any unjustifiable act or omission by the Parents or the Learner has caused or could reasonably cause reputational harm to the School;
- 1.12 **"NCA"** means the National Credit Act, No. 34 of 2005;
- 1.13 **"Parent"** means a parent or guardian of a Learner, who has signed this Contract and whose details appear in **Annexure B**;
- 1.14 **"Parties"** means the Parent/s and the School;
- 1.15 **"Payer"** means the person or entity, other than the Parent, nominated by the Parent to be responsible for paying some or all of the fees;
- 1.16 **"Policies"** means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies may include (but need not be limited to) the School Rules; Schedule of Fees; ICT Policy; Debtors' Policy; Terms and Conditions of the School, as well as the Code of Conduct and the School's Cautionary and Grievance Procedures for Parents and are available on request free of charge, on the School's website.
- 1.17 **"POPI Act"** means the Protection of Personal Information Act, No.4 of 2013;
- 1.18 **"School"** means **Prestige College**
- 1.19 **"School Fees"** means the amount of money payable by the Parent/s to the School in connection with a Learner's education, excluding any Registration Fee, Deposit, Development Fee, Top-Up Fee or Additional Fees;

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- 1.20 **"School Rules"** means the rules of the School available on Prestige College Website which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.21 **"Magistrate's Court Act"** means the Magistrates' Courts Act, No. 32 of 1944;
- 1.22 **"Term"** means the period of the academic year during which the School holds classes and co-curricular activities, as notified to Parents from time to time;
- 1.23 **"Third Party"** means the person or entity, other than the Parent, nominated by the Parent to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent from liability for those said fees.

2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL BY THE PARENTS.

- 2.1 The Parents acknowledge and accept that the School is acting as experts in education, and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Learner in the School, the Parents bind and commit themselves and the Learner to uphold and respect the Christian ethos, values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated on the School's website, mission statement, policy documents, rules and / or codes of conduct from time to time.
- 2.2 If at any time the Parents are of the view that the Christian ethos and values, educational methods, mission, ethos and objectives of the School are incompatible with those of the Parents or the Learner, the Parents undertake to withdraw the Learner from the School subject to the terms and conditions of this Contract and the best interests of the Learner.
- 2.3 The Parents undertake that they will, and procure that the Learner will, respectfully adhere to and/or participate in all School activities that may include any and all religious and / or cultural practices established by the School as a means of giving expression to its values, ethos and mission. If the Parents and/or the Learner conduct themselves in a manner inconsistent with, or that fails to uphold, such values, ethos and mission, the School shall be entitled to terminate this Contract.
- 2.4 The Parties undertake in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE SCHOOL

- 3.1 **The admission and enrolment of learners to the School is at the sole discretion of the School who may not grant the Learner admission to the School and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the School may impose. The School may, after following due process, cancel enrolment in accordance with the Rules.**
- 3.2 For the sake of clarity, this Contract regulates the enrolment and admission of the Learner to the School and also regulates the relationship between the School, the Learner, the Parents and/or a

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Third Party once the Learner is admitted and enrolled with the School. **Subject to clause 3.1, nothing in this Contract should be interpreted as a representation or warranty made by the School that the Learner will be admitted to and enrolled with the School.**

- 3.3 While the Learner remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when the Learner is permitted to be on School premises or is participating in activities organised by the School.
- 3.4 Unless the Parents write to the School in advance with the specific purpose to withhold their consent, the Parents consent to the Learner:
- 3.4.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury;
- 3.4.2 travelling to supervised School activities that take place outside of School premises.
- 3.5 The School will take reasonable care to avoid loss, damage, injury or death to the Learner. The School will not be responsible for any loss, damage, harm, injury or death that results from the Learner taking part in any School activities.
- 3.6 The School shall monitor the Learner's progress at the School and produce regular written reports. The School will advise the Parents if the School has any concern about the Learner's progress, but the School does not undertake to diagnose any learning disability or other condition: a formal assessment by a professional trained to do that e.g. Psychologist/ occupational or speech therapist, can be arranged either by the Parents or by the School at the Parents' expense.
- 3.7 The school also reserves the right to choose a relevant curriculum, which may be different from the CAPS curriculum that the state offers at the moment. The school will consult with all stakeholders, including teachers, learners and parents, should it become necessary before such a step will be taken. It must be understood that the school has the right, according to the law, to choose and enrol for the curriculum it desires to implement. The conditions of enrolment with any curriculum offered will be discussed with all concerned to be able to make well informed decisions for the school and for its customers.
- 3.8 The Parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high quality education to Learners with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the School, in their capacity as professionals and experts in education and after following due process, the School cannot, or can no longer, provide adequately for the Learner's special educational needs, the School may not offer enrolment with the School or may cancel this Contract.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

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4. DISCLAIMERS AND INDEMNITY

4.1 **The School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including School clothing, sporting and IT equipment, books, or any other personal possessions) brought on to the School premises by the Learner/s**, unless the School or its staff are in physical possession of that property and damage occurs to that property either because:

4.1.1 the School or its staff treated the property as their own; or

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

4.2 **The Parent indemnifies and holds harmless the School, the Board, the Head of School 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 Learner’s enrolment at the School, save that the School shall be liable and liability will not be excluded under this clause 4.2 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Head of School and the employees as well as their authorised agents and/or representatives.**

4.3 Unless you expressly notify us in writing to the contrary, you consent to the Learner/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 Learner 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.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

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5. PARENT'S GENERAL OBLIGATIONS

5.1 It is compulsory that Parents supply the learner with a Chromebook with specs as indicated by the school. No other devices are allowed in class and the learner will be greatly disadvantaged if they do not have a Chromebook in class and for home study.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

5.2 The Parents will inform the School in writing, prior to admission and enrolment, of any special educational needs of the Learner known to you, of the kind referred to in clause 3.8.

5.3 In order to fulfil the School's obligations, the School needs the Parents' co-operation. Without detracting from any specific obligations contained in this Contract, the Parents are required to: fulfil the Parents' own obligations under these terms and conditions; encourage the Learner in his or her studies, and give appropriate support at home; keep the School informed of matters which affect the Learner; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where the Learner's interests require the Parents to do so.

5.4 Subject always to applicable law, applicable to the School, the Head of School may, if it is justifiable to do so and after following due process, require the Parents to remove or may suspend or expel the Learner if the Parents' behaviour is in the reasonable opinion of the Head of School so unreasonable as to affect or likely affect the progress of the Learner or another learner (or other learners) at the School or the well-being of the School staff or to bring the School into disrepute.

5.5 Subject always to applicable law including without limitation provincial legislation applicable to the School, the Head of School may, if it is justifiable to do so, require the Parents to remove or may suspend or expel the Learner from the School, if he/she considers that the Learner's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Head of School the Learner's removal is in the School's best interests or those of the Learner, other learners or the wider School community. In this case, the Parents will be asked to remove the Learner at a specified date that may be shorter than a full Term.

5.6 When the Head of School contemplates the possibility of removal or expulsion of a Learner under clauses 5.3 or 5.4, it should follow a fair process (which may include a hearing) to solicit representations on the Learner's best interests and right to a basic education.

5.7 The School rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Learner may be expelled or suspended for offences which are not included in these examples. In particular, the Head of School may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Learner, or the circumstances of the case otherwise justify such action.

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5.8 Parents Code of Conduct: The school has an expectation that parents, carers, guardians and visitors will support their children's education by behaving as follows:

- 5.8.1 Respect the Christian character and values of the school
- 5.8.2 Be an example of polite behaviour to your own children as well as to the rest of the school and staff.
- 5.8.3 Support the school in the application of the agreed disciplinary procedures and processes
- 5.8.4 Understand that both parents and teachers need to work together with the main role player the child, to the benefit of the child
- 5.8.5 Parents should encourage their children to act responsibly and accountable at an age-appropriate level.
- 5.8.6 Demonstrate that all members of the school community should be treated with respect and dignity by setting an example with their own speech and behaviour.
- 5.8.7 Approach the school to help resolve any issues of concern relating to your child through the correct channels.
- 5.8.8 Always seek to listen to the other side of a story (the schools' view of events) first in an attempt to clarify your child's version of events this will enhance a peaceful solution
- 5.8.9 In Order to build mutually beneficial relationships parents are requested to refrain from the following patterns of behaviour

5.9 In order to build mutually beneficial relationships, parents are requested to refrain from the following patterns of behaviour:

- 5.9.1 Any disruptive behaviour which interferes with the operation of a teacher's classroom, with learners on the sports field, the administration staff, maintenance staff, office area or any other area of the school premises. Parents may also not disrupt a parent or staff meeting by unwanted and rude statements, remarks or behaviour.
- 5.9.2 Using loud and offensive language, swearing cursing, using profane language or displaying a bad temper.
- 5.9.3 Threatening behaviour in order to do actual bodily harm to a member of school staff, stakeholder, visitor, parent or pupil.
- 5.9.4 Damaging or destroying school property.
- 5.9.5 Sending electronic messages of an abusive/intimidating or threatening nature to staff, other parents or learners.
- 5.9.6 Making offensive or derogatory statements regarding the school or any of its learners/staff or parents on a public platform/electronic platform/social media or in person.
- 5.9.7 Displaying physical aggression towards another adult or child. This includes physical aggression towards your own child as well.
- 5.9.8 Smoking and the carrying or consumption of alcohol or other drugs on the school premises is forbidden.

5.10 Parent rights and responsibilities:

- 5.10.1 Parents have the right to visit the school where their children were admitted according to the prescribed processes.
- 5.10.2 Report to the first gate and allow the security guard to scan your driver's licence and vehicle licence. Arrive at the second gate, park at the prepared parking areas and fill in the necessary documents. Receive a visitation card and wear it visibly at all times while on the premises.

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- 5.10.3 Report to the reception area and ask the receptionist to call whoever you made an appointment with. Please follow protocol in terms of visitations during school time. It is not permitted for learners to be visited by parents during school time in a classroom.
- 5.10.4 Access control is purely needed for the safety of all children and staff – please do not scold security guards at the gate or admin staff at reception as they only follow procedures for the sake of all children on the premises.
- 5.10.5 Children may not be called from a class to come to reception under any circumstances. Pre arrangements with the principal and Grade Head to visit a learner during school time is only allowed in really extra-ordinary cases. Classes may never be disturbed or disrupted as a result.
- 5.10.6 Parent/teacher meetings may only be arranged during break times or after school. No teacher may be called from class to attend to a parent and leave a whole class unattended.
- 5.10.7 Teachers are not available during teaching hours to receive telephone calls or visits from parents.
- 5.10.8 Any emergencies must be reported to the office of the principal for urgent attention.
- 5.10.9 Children may under no circumstances be collected from a class during school hours by parents or other family. This will only happen as an emergency and such cases will be dealt with by the administration office.
- 5.10.10 Parents are responsible to fetch their children at the end of the school day at 14h35 Mondays - Thursdays and 13h00 on Fridays. Children who participate in sport or other activities will be collected at a time indicated on the announcement (letter) of other formal arrangements . Any change of times will be communicated when needed.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

6. POLICIES OF THE SCHOOL

- 6.1 The Parents acknowledge and declare that they have read and understood the Policies and agree to abide by the provisions of the Policies. The School undertakes to make copies of all Policies available on request and free of charge, on the School's website or the School's app.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

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- 6.2 The Parents undertake to comply with all the rules and regulations of the School and acknowledge that it is the Parents' responsibility to make themselves familiar with the policies.
- 6.3 The Parents acknowledge that they are responsible for the Learner, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that they will ensure that the Learner obeys all school rules and policies where they apply to the Learner. You further undertake to fetch your child at the end of the school day from the school premises and not at the side of the National Road where it is extremely dangerous for a child to wait for parents/transport. Parents who leave their children until after 16h00 will have to pay a fee per 30 minutes for fetching the child late if no prior arrangements have been made.

7. ACCEPTANCE AND FEES

- 7.1 An offer of a place for a Learner at the School is accepted by the Parents signing this Contract and paying all the associated fees in full
- Application Fee for new learners,
 - Registration Fee or re-Registration fee,
 - E-Learning registration fee,
 - Hostel Deposit if applicable,
 - Extra mural fees will be paid monthly with school fees.
- 7.2 If, subsequent to entering into this Contract, the Learner does not take up a place at the School (save for by reason of death or long term hospitalisation) the Parents will not be refunded the Registration Fee. The Registration Fee or Re-Registration Fee will be kept by the School as a reasonable cancellation fee for the Learner's withdrawal, unless the School, acting reasonably, is able fill the vacancy created by the Learner's withdrawal on or before the first day of the first full term for which the Learner was to have been enrolled in which case the Parent will be refunded the Registration Fee, less the School's costs in administering, processing and handling the Learner's enrolment (or a reasonable estimate of these costs).
- 7.3 If the Learner does take up a place with the School, the Registration Fee will form part of the general funds of the School. The School will be entitled to use the fee where needed to ensure quality education. All outstanding amounts of the previous year must be settled, otherwise the registration fee for the following year will be used for the outstanding amount and the learner may forfeit its place in Prestige College.

8. PAYMENT OF FEES

- 8.1 The Parents, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Learner attending the School. The Parents also acknowledge that the Fees are payable in advance. Any Fee or other amounts of money owing by the Parents to the School not paid on or before the due date could bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the NCA, or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School on or before the date in which payment is due in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the School will be entitled to recover from the Parents default

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administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

- 8.2 The Parents and/or the Third Party accept the Additional Goods/Services. The Parents and/or the Third Party expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 8.1. The Parents and/or the Third Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that the Parents have expressly accepted such Additional Goods/Services.
- 8.3 The Parents and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationery, books, school tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to the School account, which will be payable by the end of each term. The School will accept EFT, Debit and Credit card up-front payments for the payment of the Additional Amounts..
- 8.4 The Parents confirm that a Letter of Demand (Acknowledgement of Debt) showing the amount owing by the Parents or the Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by the Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 8.5 In the event of the Third Party taking responsibility for the payment of the Fees, the Parents by the Parents' signature hereto, hereby bind themselves jointly and severally in the Parents' personal capacity as surety and co-principal debtor with the Third Party for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

- 8.6 The Parents also acknowledge that if any instalment on account of a Fee which is payable is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable by you. No indulgence or grant of time by the School will constitute a waiver of its rights under this Contract or otherwise.
- 8.7 School Fees can be paid as follows:

Grade 000 - 11 learners	School fees must be paid over 11 months (January - November)
Grade 12 learners	School fees be paid over 9 months (January - September)
Non - SA Students	Pay quarterly only

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Up Front Payments	If the full amount is paid for the whole year, before the end of February, a new fee structure will apply. Please ask the admission officer for more information regarding this.
<p>NB! Please note:</p> <p><i>Under no circumstances will Students be permitted to attend optional tours, courses, workshops or remain in Hostel, unless all fees, including additional fees for additional goods/services are paid up in full, <u>even if special and/or specific arrangements have been made with the finance department of the school</u>. This includes Student/Students in Grade 12 who will not be entitled to attend the Matric Dance.</i></p> <p><i>There is a re - registration fee that is due at the end of August, should the student return to Prestige College the following year. Re - registration money will be used to recover unpaid school fees should the fees fall behind - that will cancel the reregistration.</i></p>	

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

- 8.8 The Parents agree that Fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.
- 8.9 If a Student/Students is/are withdrawn during the academic calendar year, one full month's notice must be given to Prestige College in writing, failing which fees in lieu of notice will be charged.
- 8.10 Inability to pay Fees due to death or long-term hospitalisation.

In the event that the Parent or Third Party responsible for the payment of Fees is unable to pay the Fees due to death or illness resulting in protracted hospitalisation, such Parent or Third Party, personally or through an authorised representative, shall be entitled to approach the School to make written arrangements to the extent that a deviation of the payment terms of this Contract is required.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

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- 8.10.1 The Head of School shall, in their discretion, be entitled to consider any deviation from the payment terms in this Contract on a case-by case basis following the production of either of:
 - 8.10.1.1 a death certificate;
 - 8.10.1.2 a medical certificate or examiner's report; or
- 8.10.2 For the avoidance of doubt:
 - 8.10.2.1 nothing in this clause 8.10 shall limit the rights of the School in respect of any Fees due and payable in terms of this Contract before and after any decision of the Head of School pursuant to clause 8.10;
 - 8.10.2.2 the application of the provisions of this clause 8.10 shall not limit or reduce the remedies and recourse available to the School in terms of the common law, statute or this Contract.
- 8.11 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parents at least two calendar months' notice of any increase in the fees due for a particular term. The Parents have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parents no longer wish to pay, provided that the Parents give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 12.2 will apply, and the Parents will be required to provide a full term's notice or pay a term's fees in lieu of notice.
- 8.12 Any arrangement with the finance department regarding the payment of school fees must be done in writing and must be approved by the Business Manager..

9. PROTECTION OF PERSONAL INFORMATION

- 9.1 By entering into this Contract, the Parents agree to the following:
 - 9.1.1 PRESTIGE COLLEGE is affiliated with a registered credit bureau and all account payment profiles, patterns of behaviour are recorded monthly with the credit bureau for the purposes as per the National Credit Act. Please note that Prestige College is an 'educational institute' and therefore no consent is needed from parents for their school fee information to be loaded onto a registered national credit bureau as per the National Credit Act, Regulation 18(7).
 - 9.1.2 Prestige College will collect, store and process names, contact details and other information relating to the Learner, Parent and other stakeholders on file and on an electronic database. Such information may be 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 learners as well as providing references and communicating with the body of former learners; and
 - 9.1.3 Supply information and a reference in respect of the Learner to any educational institution which the Parents propose the Learner may attend. The School will take care to ensure that all information that is supplied relating to the Learner is accurate and any opinion given on his/her

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ability, aptitude and character is fair. However, the School cannot be liable for any loss the Parents or the Learner 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.

- 9.1.4 Prestige College may include photographs, locally or internationally, with or without names of your child in school publications/ website/ facebook or other social media platforms or in press releases to celebrate the relevant achievements or successes.
- 9.1.5 The School shall (and will procure that any third party professional engaged for the above mentioned 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.
- 9.1.6 Prestige College teachers and or other staff members may form WhatsApp and other social media groups with parents and learners for the purpose to enhance communication and general school interest and procedures. Parents/Guardians and/or learners may leave the group at any point without giving any notice or reasons for leaving. Teachers and staff will monitor these groups to ensure the following rules will be followed:
- 9.1.6.1 All telephone numbers must be accompanied by the names and surname of the person that telephone number belongs to and **not nicknames** or other emoji's etc.
- 9.1.6.2 Respect others as individuals - giving the other person our attention, responding politely and not ridiculing what other people say.
- 9.1.6.3 Respect others' culture, race and background - realising that while we are all different, deep inside we are essentially the same.
- 9.1.6.4 Respect others' privacy and confidentiality - we may not share contact numbers of participants in the group with anyone else and to remember that anything discussed in the group must be treated confidentially.
- 9.1.6.5 No bullying, harassment or discrimination.
- 9.1.6.6 No use of explicit / sexual language / content.
- 9.1.6.7 Remember - this is not a replacement for emergency situations for communication. The school will still use the D6 App as the main communication channel.
- 9.1.6.8 All communication may only take place between 07:00 - 19:00
- 9.1.6.9 Always keep to the purpose of the group! All groups created by the school /teacher will have the sole purpose to enhance the school values and mission. Don't share irrelevant messages about other topics.
- 9.1.6.10 If you are not sure, ask yourself these three questions before you post:
-Is this relevant?
-Is this necessary?
-Is this a good time to post?
- Is this authentic and correct / truthful?
- 9.1.6.11 The group is not a political/opinion platform. No arguing, no heated opinions, no advertising, no fear mongering, no hyped-up drama, no fake news, etc. Check your sources before you share
- 9.1.7 Parents/ Guardians agree to participate in the D6 communication platform on which they can receive important information regarding their child's behaviour, academic performance and general information. School Report Cards as well as Conduct Reports will be posted on D6.

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9.1.8 Parents/Guardians agree to the administrative procedure at Prestige College as stipulated by the COVID-19 SOP.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

10. LEARNER INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Learner may, during their time at the School, create, invent or develop Learner Intellectual Property. Any rights to the Learner Intellectual Property are not transferred to the School and shall remain the property of the Learner. To the extent that any Learner Intellectual Property is included in the circumstances contemplated in this Contract, the Parents, on behalf of the Learner, hereby grant the School a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Learner Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

11. TERMINATION AND NOTICE REQUIREMENTS

11.1 For the avoidance of doubt, this Contract will terminate when the Learner completes the School's curriculum and any exit examination the School offers at the end of the Learner's schooling, unless otherwise terminated on the terms of this Contract. **This Contract therefore has an indefinite term.**

11.2 **The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the School a month's notice, in writing, of this intention before the withdrawal of the Learner from the School. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amounts is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the Parents have elected to pay annual School Fees or should any additional Fees have been paid in advance, those Fees will be credited in proportion to the terms remaining, less any amount payable in lieu of the appropriate notice.**

11.3 **Subject always to applicable law including without limitation provincial legislation applicable to the School, the School also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents a full month's notice, in writing, of its decision to terminate this Contract. At the end of the term in question, the Parents will be required to withdraw the Learner from the School, and the School will refund to the Parents the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.**

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11.4 Subject always to applicable law including without limitation provincial legislation applicable to the School, the School may cancel this Contract immediately if the Parents are in Material Breach of any of the Parents' obligations and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the School requiring the Parents to remedy the breach. The School may, in addition, claim payment of all moneys then owing and damages equal to one term's Fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to the Parents any excess above such damages.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

12. ALTERNATIVE DISPUTE RESOLUTION

12.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.

12.2 If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.

12.3 If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by the parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration in Pretoria (or Hammanskraal) under the then current rules for expedited arbitration of AFSA.

12.4 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.

12.5 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

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Parent 1	Parent 2	Person /Company responsible for Account

13. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL

- 13.1 The Parents undertake that they shall not, and will procure that the Learner shall not:
- 1.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:
 - 1.1.1.1 could have an adverse impact on its reputation or public image, or involve it in a public controversy; or
 - 1.1.1.2 are in breach of the School’s Policies, ethics, mission and values;
 - 13.1.1 disclose the personal details of the School’s employees, other Parents and/or Learners;
 - 13.1.2 disclose any confidential information relating to the School, including any details surrounding disputes as contemplated in clause 13;
 - 13.1.3 raise, allude to, or publicise any disputes or grievances pertaining to the School or any of its employees, other Parents or Learners 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 13.

13.2 **Failure to adhere to this clause 14 shall constitute a material breach of the Agreement.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

14. LEARNER IMAGES AND VIDEOS

- 14.1 Close circuit television and other camera and/or surveillance equipment (covert or overt) may be used at the School’s premises or in specific workplaces, to promote workplace loss control, safety, and security of life and property. Parents/Guardians specifically consents hereto and also agrees that visual and other electronic material obtained in this fashion may be used as exhibits by the School should this be deemed by it to be appropriate.

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- 14.2 The 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 Learner, or depicting the Learner, and Learner Intellectual Property.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

15. GENERAL

- 15.1 The Parents choose the residential address set out in **Annexure B** as their 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.
- 15.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the School on this Contract or otherwise from time to time are or will be, to the best of their knowledge and belief, full, true and accurate.
- 15.3 The Parents undertake to advise the School in writing of any changes to the details included in this Contract.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Person /Company responsible for Account

16. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parents agree that the School, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parents as a liquidated debt or debts to the School in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding in the provisions of clause 13.

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17. VARIATIONS

The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give the Parents at least a term’s notice of any such modifications.

18. PARTIAL INVALIDITY

18.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

18.2 It is a condition of attendance at the School that the Parents sign in the space provided. The School Board may at its discretion consider this declaration and this Contract to be null and void if this document is altered in any way.

Declaration:

I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the School.

SIGNED at _____ on _____ 20

PARENT

SIGNED at _____ on _____ 20

PARENT

ACCEPTED by the School at _____ on _____ 20

ON BEHALF OF PRESTIGE COLLEGE

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**ANNEXURE A
DETAILS OF THE LEARNER**

(TO BE COMPLETED)

	Name and Surname	Current Grade	Gender	Age	ID No (SA Citizen) Passport No (Non-SA Citizen)
Learner 1					
Learner 2					
Learner 3					
Learner 4					
Learner 5					

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ANNEXURE B
DETAILS OF PARENT/GUARDIAN

(TO BE COMPLETED)

	Parent 1	Parent 2	Person/Company responsible for payment of school fees (MUST BE COMPLETED)
Title and Surname			
First Name			
Home Address			
Postal Address			
Email Address			
Name of Account Holder			
Name of Bank			
Name of Branch			
Branch Number			
Account Number			
Signature			
Date			

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