



CANAAN COLLEGE
INSPIRE | INNOVATE | ACT

LEARNER ADMISSION CONTRACT

Any of the clauses within the Learner Admission Contract that appear in bold text may limit the liability of the School and/or require the Parents to indemnify the School and/or place obligations on the Parents. These clauses should be carefully read and noted.

The rights and obligations that Parents and the School have under this Learner Admission Contract are in addition to and in no way affect the statutory rights and remedies they have in terms of the Consumer Protection Act or any other legislation. Nothing in the Learner Admission Contract is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created in favour of the Parents, the Learners or the School.

1. INTERPRETATION

Where the first letter in the word(s) is in capital letter(s) the Parents must refer to clause 1 (one) of the Learner Admission Contract where they will find the meanings of the terms. Unless the context requires otherwise:

- 1.1 **"Account Holder"** means each of the person/s referred to in the Admission Application Form as the Account Holder, and shall include Parents, who accordingly accept joint and several liability to the School for payment of the School Fees, Additional Fees, Enrolment or Registration Fees and Annual Re-registration Fees (where applicable).
- 1.2 **"Additional Fees"** means any form of contribution of a monetary nature paid/owing by the Account Holder that is not included in the definition of School Fees, Enrolment or Registration Fees or Annual Re-registration Fees. Additional Fees shall include, but not be limited to, bus or travel fees, tablet fees, excursion fees, school uniform costs, cost of stationery purchased from the School and the like. Additional Fees may be communicated in the Annual Fee Letter or by Additional Fee Notice to the Parents and Account Holders at any time during the school year.
- 1.3 **"Additional Fee Notice"** means a letter provided to Parents and Account Holders by the School, from time to time, setting out Additional Fees not recorded in the Annual Fee Letter.
- 1.4 **"Admission Application Form"** means the standard Admission Application Form, titled Application for Admission Form, in relation to the School, provided to and completed and signed by the Parents in applying for the Learner's admission and to which the Learner Admission Contract is attached, or should a

Learner already be enrolled at the School and the Parents have completed an admission form previously then the personal particulars of the Parents, Learner and Account Holder, as set out in that admission form, shall solely be included in this Learner Admission Contract with the exclusion of all other clauses set out in the admission form which have been substituted herein;

- 1.5 **"Annual Fee Letter"** means a letter provided to Parents and Account Holders, annually, by the school, setting out School Fees, Enrolment or Registration Fees, Annual Re-registration Fees and Additional Fees.
- 1.6 **"Annual Re-registration Fee"** means, where applicable, an annual fee payable by the Account Holder to re-apply and re-register at the School.
- 1.7 **"Calendar Month"** means any one of the twelve months of the year, calculated from the first day to the last day of the specific month.
- 1.8 **"Code of Conduct"** means the Edinvest policy that describes the conduct the School expects from all its Learners including, but not limited to Learner conduct in the classroom, on the sports field during all school events, on the school campus and at any other time where a Learner will, through association, be representing the School. The Code of Conduct aims to provide a suitable environment to accommodate learning excellence and to, amongst other aspects, uphold the principles of integrity, honesty, respect, high morals, consideration for others, good manners and punctuality.
- 1.9 **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008, and all its regulations, and as amended from time to time.
- 1.10 **"Edinvest"** means Edinvest Schools ManCo Pty (Ltd) (Registration number 2015/187274/07), a private company, and **"Manager"** of the **"Education Provider"**.
- 1.11 **"Edinvest Policies"** means all policies published as part of the Edinvest policy structure, as revised from time to time, which are applicable to all schools managed by Edinvest and which includes inter alia the Edinvest Fees Policy, the Edinvest Debtor Management Policy, the School's Constitution, the School's Admissions Policy, the Edinvest Code of Conduct, the Edinvest Dress Code Policy, the Edinvest Aftercare Policy, the Edinvest School Transport Policy, and the Edinvest Parent and Guardian Protocol Policy.
- 1.12 **"Education Provider"** means Edinvest Schools Opco Pty (Ltd) (Registration number 2016/522281/07), a private company, trading as Canaan College.

- 1.13 **"Education Services"** means the services as described in the constitution of the school and which forms part of the Edinvest Policies.
- 1.14 **"Enrolment or Registration Fee"** means a fee payable by all new Account Holders enrolling at the School and, which in terms of the relevant Edinvest Policies, is non-refundable.
- 1.15 **"Facilities Provider"** means Edinvest Schools PropCo Pty (Ltd) (Registration number 2016/52228/07), a private company.
- 1.16 **"Learner"** means any child accepted and admitted as a Learner at the School following application for such admission, by the Parents, in terms of an Admission Application Form and the Learner Admission Contract.
- 1.17 **"Learner Admission Contract"** means this document read together with the Admission Application Form, the Edinvest Policies and any School Specific Policies and School Rules. All policies are available to Parents and Account Holders at the relevant School's office.
- 1.18 **"Learner Code of Conduct Policy"** means the Edinvest policy that guides the School's principles of positive and fair discipline and the consistent application of appropriate, disciplinary measures where necessary.
- 1.19 **"Learner Personal Information Policy"** means the Edinvest policy that promotes the protection of personal information of Learners and ensures that the Learners' right to privacy are protected, subject to justified limitations, and are in line with the Protection of Personal Information Act of 2013 as amended from time to time.
- 1.20 **"Manager"** means Edinvest Schools ManCo Pty (Ltd) (Registration number 2015/187274/07), a private company.
- 1.21 **"Parents"** means each of the persons indicated in the Admission Application Form as the parents and/or legal guardians of each learner referred to in such Admission Application Form and who sign this Learner Admission Contract as the "Parents". Throughout this Learner Admission Contract reference is made to "Parents" instead of "Parent" or a guardian, and the reason for this is that in many instances both Parents and/or guardians will sign the Learner Admission Contract, and therefore if the Learner Admission Contract is signed by one Parent or guardian only (if a Learner only has one parent/guardian who has care/contact in respect of the Learner), all references in the Learner Admission Contract to "Parents" should be read as if those references are to that Parent or guardian. Account Holders are included in the definition of "Parents" to the extent that the Account Holder may differ from the "Parent/s" as set out in the Admission Application Form.
- 1.22 **"Parties"** means the parties to this Learner Admission Contract, being the Parents, Account Holder and the School.
- 1.23 **"School"** means the school operating from the physical address referred to in the Admission Application Form or such different name given to the School from time to time.
- 1.24 **"Schools Act"** means the South African Schools Act, No. 84 of 1996, and as amended from time to time.
- 1.25 **"School Fees"** means the amount contained in the Annual Fee Letter or a different amount determined in accordance with the Learner Admission Contract to be paid by Parents in return for the Education Services to be provided by the Education Provider and for the School Facilities to be provided by the Facilities Provider. The School Fees shall escalate annually as notified by the School to the Parents on or before 1 December of the preceding school year. The School Fees shall be shared between the Education Provider (for providing Education Services) and the Facilities Provider (for providing School Facilities) as they may determine.
- 1.26 **"School Head" or "Executive Head"** means the Principal or, where applicable, the executive manager of the School from time to time, he or she being the individual responsible for ensuring the provision of the Education Services on a day-to-day basis, and includes with reference to any particular Education Service any person to whom the Executive Head has delegated his or her functions in respect of such service.
- 1.27 **"School Hours"** means those times (of which Parents will be made aware from time to time) during which the School will make available Education Services on the School Premises.
- 1.28 **"School Premises or School Facilities"** means the grounds and property (including buildings, school fields, furniture, furnishings and equipment) which the Facilities Provider has agreed to make available to enable the Education Provider to provide the Education Services. Access to the School Premises by the general public will be appropriately limited having due regard to the fact that a school will be operating on and from the school premises.
- 1.29 **"School Specific Policies and School Rules"** means the School policies and rules developed for the specific School (as amended from time to time), in addition to the Edinvest Policies, as controlled by the Policy on the Development of School Specific Policies, Rules and Procedures and which, amongst other aspects, governs the conduct and the behaviour of Parents and/or Learners in relation to

the School and in relation to other Learners and Parents.

1.30 **"School Term"** means each term of the school year as notification by the School to the Parents from time to time, and

1.31 **"School Transport"** means appropriately registered and licensed public transportation services, as further described in the relevant Edinvest Policies, provided by the School itself, or independent contractors appointed by the School, for use by Learners as a bus service to and from the School (for the avoidance of doubt, the Schools may elect in the sole and absolute discretion whether or not to make the aforementioned transport services available to its Learners).

2. GENERAL TERMS OF ENROLMENT

2.1 Should the Learner's application for admission be successful, the School agrees to enroll the Learner upon and subject to the terms and conditions of the Learner Admission Contract. any previous schools that the prospective learner has attended, in order to assess amongst other aspects, the Parents' financial means in order to assess their ability to satisfy the financial obligations as set out in the Learner Admission Contract. **The Parents hereby authorise the School and/or any of its associates to conduct any credit inquiries on the Parents as may be necessary from time to time. The Parents hereby also consent to the accessing of the Bureau data on the Parents as may be necessary from time to time. The Parents hereby give the School permission and authorisation to supply consumer credit information to any debt collectors and/or credit bureau (and in this regard it is recorded and acknowledged by the Parents that the School may transmit to any debt collectors and/or credit bureau data about this Learner Admission Contract as well as information on the non-compliance with the terms and conditions of this Learner Admission Contract by the Parents).**

2.2 The South African Schools Act established a national schooling system and recognises two categories of schools: public and independent. Public schools are state controlled and independent schools are privately governed. Edinvest is a private company which offers schooling in independent schools to predominantly South African Learners. It is recorded that Parents have a wide range of schooling options for their children in South Africa, whether in public schools, independent

schools or through home schooling. The costs involved in operating the School are primarily funded by School Fees. The School Fees paid by Parents cover the cost of, amongst other services, the providing of Education Services, including paying the teacher and staffs' salaries, and general operational expenses such as the use of the School Facilities. In the competitive South African education services market, Edinvest strives to make available and render a high standard of education as this is expected by both Parents and Learners. The School must accordingly budget to achieve and maintain superior quality education and if the Parents are unable to meet their financial obligations in terms of the Learner Admission Contract, the quality of education offered at the School will suffer.

2.3 A Learner shall be enrolled for one academic year only. Each Learner will be required to be re-admitted on an annual basis and may be required to pay the Annual Re-registration Fee (where applicable). An existing Learner will be regarded as automatically having applied for re-admission, save for where the School is formally informed that the existing Learner is leaving the School. The Learner's The School reserves the right to apply for a full credit check on the Parents, including contacting application will then be considered by the School who may re-admit the Learner at the sole discretion of the School. **Re-applications might be unsuccessful in the case of, for example, if the Learner no longer meets the age group for the grade applied for, serious disciplinary issues involving the Learner, or failure on the Learners part to comply with the School Specific Policies and School Rules or the contractual failure of the Parents or the Account Holders.** For the avoidance of doubt, the aforementioned cases are not meant as an exhaustive list and in no way limit the School's discretion to refuse any application for re-admission.

2.4 The Parents of each Learner agrees to sign an updated Learner Admission Contract should the School require them to do so. Furthermore, even though the Learner Admission Contract has been signed by the Parties, the Learner Admission Contract may still be cancelled by the School as a result of, for example, non-payment of School Fees by the Parents. The Learner may, as a result, not be able to attend the School or if already present may be required to leave the School. **A Learner will not be allowed to attend the School at the beginning of the first School Term, of any school year, until all amounts which are due for payment before the beginning of the first School Term of the school year have been paid.** The amount due will include, in the case of a school year, all overdue amounts which remain unpaid from the previous

school year by the Parents (including any legal costs and other costs incurred by the School to recover School Fees) in terms of the Learner Admission Contract.

2.5 The School reserves the right to contact any previous school that the prospective learner has attended, in order to obtain a reference for the Learner and the Parents.

2.6 The School shall only be bound by the Learner Admission Contract if it has been signed by or on behalf of the Parent/s and the School. The Executive Head, or his/her duly authorised representative, is collectively authorised by the School to sign the Learner Admission Contract, or any other relevant documentation, on the School's behalf. The School shall however be entitled to waive compliance with the requirement that the Learner Admission Contract be signed by one or more of the Parents or the School. Should the Learner Admission Contract not be signed by all of the Parents it shall not affect or limit the liability of those Parents on whose behalf it was signed.

2.7 School attendance by the Learner is compulsory in terms of the Schools Act. The School must therefore be provided with any information in respect of casual or prolonged absence from the School by the Learner. Parents and Learners agree to approach such absences in the manner described by the relevant Edinvest Policies and other School Specific Policies and School Rules that might be implemented from time to time.

2.8 If the Parents have any queries, concerns and/or complaints relating to the School and/or a Learner's involvement in the School and/or any matter arising out of the Learner Admission Contract it must be raised, in writing, with the Executive Head or his/her delegate.

3. OBLIGATIONS OF THE SCHOOL

3.1 The Executive Head or his/her duly authorised representative has sole discretion to admit and enroll a prospective learner or to refuse a prospective learner without giving reasons. The Executive Head or his/her duly authorised representative may, at his/her sole discretion, grant temporary enrolment to a prospective learner, subject to any terms and conditions that the Executive Head may impose, at his/her discretion. The Executive Head may cancel the enrolment (including temporary enrolment) of a Learner in accordance with the Learner Admission Contract and the relevant Edinvest Policies, including the Edinvest Admissions Policy, the Edinvest Admissions Procedure, the

Edinvest Code of Conduct, and School Specific Policies or School Rules.

3.2 Until the Learner Admission Contract is signed by the Parties and the Enrolment or Registration Fee or Annual Re-registration Fee (where applicable) is paid, nothing in the Learner Admission Contract shall be construed as a representation or warranty made by the School to the Parents or the Learner that the prospective Learner will in fact be admitted.

3.3 While the Learner is enrolled at the School the staff of the School undertakes to exercise reasonable care in respect of the Learner's education and welfare during School Hours and/or when the Learner is permitted or required to be on the School Premises and/or when the Learner is attending a school activity.

3.4 The School and/or the Education Provider shall provide Education Services for the benefit of such Learner and other Learners at the School during School Hours or extracurricular activities and in doing so will exercise skill and care.

3.5 The Facilities Provider will at all times but within reason maintain, service, repair or replace the School Facilities from time to time, to the extent that the School in its sole discretion is of the opinion that such work may in fact be required or as required by relevant education facility legislation.

3.6 The School shall provide the Parents with the bank account details into which all payments must, from time to time, be made by the Parents.

3.7 The School and/or the Education Provider will monitor each Learner's progress and on a regular basis generate and send to the Parents progress report cards. Where there is any concern about a Learner's progress, the School will arrange for a meeting with the Parents to discuss and deal with the concerns. Without creating any further obligations for the School it will for an initial period of 3 (three) calendar months after a new Learner has started school, use its best endeavours to identify any physical, mental or emotional conditions that may cause any obstacle to or difficult in or restriction on a Learner's learning ability. Should further diagnosis be required, after the aforementioned initial period, the School will arrange for an appropriate assessment by an appropriately qualified and experienced professional after making the required written recommendation to the Parents and only after it has received a written request and consent from the Parents. The cost of the assessment will be at the cost of the Parents. The Parents will at all times have the right to seek a diagnosis from a suitably qualified and experienced professional of their choice and will not be obliged to use the services of a professional suggested by the School. Whilst

the School itself may be able to identify possible Learner specific conditions or educational needs, it is not in a position to diagnose the Learner with any specific medical condition or special educational needs. The School specifically draws the Parents' attention to the fact that the School's Facilities and resources may limit its ability to provide a high quality of education to Learners with special needs. The Executive Head may in his/her sole discretion cancel the Learner Admission Contract should the School no longer be able to provide adequate education to a Learner with special education needs. The payment of School Fees is dealt with in clause 5 below.

4. OBLIGATIONS OF THE PARENTS

4.1 The Parents must assist the School by ensuring that:

- 4.1.1 they fulfill all of their obligations contained in this Learner Admission Contract;
- 4.1.2 they encourage and assist the Learner in his/her studies by giving appropriate support at home;
- 4.1.3 they maintain a positive and respectful relationship with the School, its Learners and all of its staff;
- 4.1.4 **they return all school supplied textbooks, academic and sporting equipment in good condition to the school when a learner is withdrawn during the year and or at the end of an academic year;**
- 4.1.5 they attend meetings when requested to by the School and keep communication with the School open, informing the School of any matters that affect the well-being of the Learner;
- 4.1.6 **they will register on and make use of the schools' compulsory communication platform (D6 Connect), or similar as platform as introduced from time to time to engage with the school and staff at the school.**
- 4.1.7 they provide the School with any changes to the Parents and/or Learner's personal information that is contained in the Admission Application Form including change of address and/or contact numbers, within two weeks of becoming aware of the change;
- 4.1.8 they confirm that all of the information that they have provided/will provide to the School is both true and correct. Should Parents withhold information from the School, and the information is considered important and relevant by the School, the School may elect to cancel the Learner Admission Contract, in terms of clause 7 (seven) of the Learner Admission Contract;

4.1.9 they inform the School, in writing and before the Learner attends school, of a Learner's special education needs, whether physical, including hearing impairment, visual impairment, or neurological impairment; or behavioural; or emotional; or any other medically assessed special need;

4.1.10 **they acknowledge and accept full responsibility for the Learner after the notification time of any particular school day or school related activity or event, whether the Learner is on the School Premises or not, and**

4.1.11 they acknowledge that they have read and understood each of the Edinvest Policies, the School Specific Policies and School Rules relevant to this Learner Admission Contract and agree to abide by the terms and conditions contained therein. Furthermore, they agree to abide by any other School Specific Policies and School Rules that the School may prescribe from time to time. The Parents will ensure that the Learner, any other guardian/parent of the Learner, the Account Holder, or any person who has rights of control and makes decisions in respect of the Learner shall abide by the Edinvest Policies, the School Specific Policies and School Rules. The Parents agree to support the School and the conditions/rules contained in the Edinvest Policies, the School Specific Policies and School Rules. The School shall ensure that copies of the aforementioned policies are available, free of charge, at the School office.

5. FEES AND PAYMENTS

5.1 At the commencement of this Learner Admission Contract, the School Fees, Enrolment and Registration Fees, Annual Re-registration Fees and Additional Fees for each Learner as set out in the Annual Fee Letter are payable by the date(s) and in the manner and at the place described in such Annual Fee Letter.

5.2 Parents should immediately inform the School if the Annual Fee Letter is not received within 7 (seven) days after the commencement of the first School Term. The failure by the School to make the Annual Fee Letter available to Parents shall not absolve the Parents from payment of any fees as contained therein and it is the Parents responsibility to verify the applicable fees payable.

5.3 The Parents agree to reimburse to the School any expenses that the School incurs on behalf of or in relation to the Learner, such as emergency medical expenses. Proof of such expenses will be made available to Parents on request.

5.4 School Fees for a school year shall be determined on or before 30 November and Parents shall be notified of the amount on or before 1 December of

the preceding school year. Notification may take place via a written notice, or email, or text message, in terms of the contact details provided for in the Application Admission Form.

- 5.5 Once a Learner has been admitted to the School the Parents are liable for the full year's School Fees for that specific year. The Parents may pay the School Fees in instalments but must be aware that should the Parents default they will be liable for the full year's School Fees.
- 5.6 School Fees are due and owing from the beginning of the school year and in the event that interest may accrue to Parents as a result of the upfront payment of fees, such accrued interest shall be considered to be the School's income. It is specifically recorded that the Parent consents to and acknowledges that they will not be paid any interest that may accrue as a result of the payment of School Fees.
- 5.7 School Fees are to be paid in advance, either annually, termly or monthly (on/before the second day of each month), as set out in the Annual Fee Letter. The Parents may select a particular period and should they wish to change to another payment period (as provided for in the Annual Fee Letter), they must request (through the School Office to the School) for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given by the School. Should the Parents elect to make monthly payments they authorise the School to set up a debit order against their bank account for the payment of the monthly School Fees. For the avoidance of doubt, where Parents elect to make monthly payments, such payments are apportioned over 10 (ten) equal monthly instalments. As such even though the Learner does not technically attend school for the full month in December, the School Fees charged in that month represent a portion of the annual School Fees charged and as such become due and payable by the Parent. It should further be noted that the School may, following information obtained from any credit report of the Parent, prescribe a particular payment period for the Parent.
- 5.8 If the Parents fail to pay any instalment on the due date, contained in the applicable Annual Fee Letter, and the School grants them an indulgence of time to make such payment, this shall not be regarded as a waiver (giving up) by the School of their right to insist that all amounts owing be paid immediately or an agreement that the payment dates for the remaining instalments have in any way been extended or altered. The School does not have an obligation to extend any payment date, but may do so in their sole discretion.
- 5.9 School Fees shall escalate at least annually but in exceptional circumstances more regularly. The School has the right to amend or escalate the amount of the School Fees and/or the payment obligations of the Parents in respect of the School Fees or any other payments on written notice to the Parents. Should the Parents be unsure as to any of their financial obligations, it is the responsibility of the Parents to contact the School in order to obtain clarity.
- 5.10 If the proposed changes in the School Fees referred to in clause 5.9 are not acceptable to the Parents they must, within 7 (seven) days of being given notice, contact the School via email and/or letter and/or telephone. Should the Parents not accept the proposed changes such Learner's admission to the School will cease with effect from the last day of the School Term, before the increased School Fees are due. For the sake of clarity, such termination will not have the effect of reducing or in any way doing away with any liability for the payment of any School Fees or any other amounts owing by the Parents in terms of the Learner Admission Contract.
- 5.11 If the Parents fail to give the required notification referred to in clause 5.10 they will be regarded as having agreed to and accepted the proposed changes and will be liable for the full amount of School Fees as set out in the notice.
- 5.12 The School and/or the Education Provider may from time to time notify the Parents of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, events or items the Additional Fees relate to. In the case of an activity/excursion, should the Parents elect to not pay the Additional Fees or should they fail to pay on or before the prescribed due date, then the Learner will not be permitted to participate in such activity. Furthermore, the School reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the Parents not have paid any required Schools Fees and/or Annual Re-registration Fees and/or any other outstanding amounts, that are due and owing to the School.
- 5.13 The Parents will not be entitled to any reduction or refund in respect of School Fees or Additional Fees for any period that a Learner is under suspension or should the Learner be expelled, unless determined otherwise at the sole discretion of the School.

- 5.14 Where there is more than one Parent, the liabilities or obligations of the Parents under the Learner Admission Contract will be joint and several, the one paying the other to be absolved. This means that the person to whom the liability or obligation is owed by the Parents will be entitled to look to all or any one or more of the Parents for the enforcement of its rights and that no Parent will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim. The School shall be entitled to hand the overdue account over to its attorneys or appropriately registered debt collectors who may in turn claim all default, administration, and collection costs as contemplated in the Magistrate's Court Act 32 of 1944 that may arise as a result of the Parent/s failure to pay.
- 5.15 The Parents may delegate the obligation of payment of School Fees and Additional Fees to a third party. The School may however still, at their sole discretion, elect to claim any outstanding amounts from the Parents and not the third party. The School may, at their sole discretion, require a third party to sign an agreement with the School to confirm that they will be responsible for the payment of School Fees and Additional Fees. The School will not accept payment from the third party if a Parent has not signed the Learner Admission Contract.
- 5.16 The Parties agree that failure by the Parents to settle any School Fees and/or Additional Fees which become due, owing and payable in accordance with the Learner Admission Contract shall constitute a breach of the Learner Admission Contract. In that event, and without prejudice to any other rights that the School may have, the balance of the outstanding amounts for the remainder of the school year will become due and payable, 7 (seven) days after the date that the notice of breach is sent to the Parents. Should the Parents not remedy the breach then the School shall be entitled to:
- 5.16.1 Cancel the Learner Admission Contract with the Parents and/or claim specific performance in terms of the Learner Admission Contract. The Learner may be required to leave the School at the end of the School Term in which the default occurred or 30 (thirty) days after the default occurred (whichever is the longer period). This period is to allow the Learner time to find an alternative school. The Parties acknowledge and agree that it is difficult if not impossible, to find a vacancy in the course of the school year and should a Learner have to leave, the School will suffer financial loss. Therefore, the Parties agree that the full year's School Fees may be recovered from the Parents on the basis of liquidated damages; and/or
- 5.16.2 Present a written notice/certificate signed by the Executive Head, or his/her nominee or the appointed regional accountant, indicating all of the outstanding amounts that are due and owing by the Parents and this shall be sufficient proof of the outstanding amount for the purpose of obtaining judgment (whether by default or summary or provisional sentence) in any legal proceedings. The burden of proof shall be on the Parents to indicate why the notice/certificate is incorrect; and/or
- 5.16.3 To institute legal steps or legal proceedings against the Parents to recover the overdue amount and all legal costs incurred by them, on an attorney and client scale, including collection commission, to the maximum extent permitted by law; and/or
- 5.16.4 The School may, without the consent of the Parents, cede, delegate and/or assign all or any of their respective rights and obligations in terms of this Learner Admission Contract to any third party. The Parents herewith consent to such cession, delegation and/or assignment and the result thereof.
- ## 6. SUSPENSION/TERMINATION OF ADMISSION AND NOTICE REQUIREMENTS
- 6.1 Parents may terminate the admission and enrolment of a Learner at the School, after the commencement of the first day of the school year, by providing the School with at least 3 (three) calendar months written notice of termination of the enrolment of the Learner. Should the first day of the month fall on a Saturday, Sunday or public holiday or during any of the school holidays ("non-school day"), such notice must be furnished to the School by no later than the next school day, and that particular notice period will be calculated from the first day of the month during which such notice was received by the School. Parents will still be liable for the full school years School Fees, but the School, subject to the approval of the Chief Operations Officer or the Manager, has sole discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe, should they pay the School Fees in instalments.
- 6.2 Should the Parents wish to terminate the enrolment of a Learner prior to the start of the new school year for which the enrolment is applicable, the Parents undertake to furnish the School with written notice of his/her wish to terminate on or

before 7 December of the preceding year. Should the Parents fail to furnish the School with such notice by 7 December, the School may hold the Parents liable for payment of School Fees equivalent to a 3 (three) calendar month period of the relevant subsequent year.

6.3 The School may summarily and with immediate effect, terminate the Learner Admission Contract and admission and enrolment of the Learner, if the Executive Head, or his/her nominee, is, at his/her sole discretion, after considering the Parent's representation and the Learner's representation on the notice of termination of the Learner Admission Contract, of the opinion that the conduct and behaviour of either the Parents or Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of other Learners in attendance at the School, and/or the well-being of any member of the School, and/or the School's reputation and good name. In the case of a Learner, who is subject to a disciplinary hearing as a result of his/her conduct, the School shall be entitled, pending the outcome of a disciplinary enquiry, to suspend the Learner from the School, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner in accordance with the Edinvest Policies, the School Specific Policies and/or School Rules. The Parents shall be liable for the full year's School Fees which shall become due and owing on the date of cancellation of the Learner Admission Contract. The Parents will further be liable for any damage to or loss of School Facilities suffered as a direct result of the Learner's misconduct. The School, subject to the approval of the Chief Operations Officer of the Manager, has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the School Fees in instalments.

6.4 The School, by giving 3 (three) calendar months' notice, may terminate the Learner Admission Contract and the admission and enrolment of a Learner if the Executive Head is reasonably of the opinion that the School can no longer provide adequately for any special educational needs of such Learner. The Learner shall be removed from the School at the end of the School Term in which the School provides the Parents with notice. Parents will still be liable for the full school year's School Fees, but the School, subject to the approval of the Chief Operating Officer of Edinvest, has an absolute discretion to return a portion of any

fees paid upfront or waive certain payments that the Parents may owe should they pay the School Fees in instalments.

6.5 The admission of a Learner will terminate automatically on the death of the Learner.

7. BREACH

7.1 If the Parents or Learner breach the Learner Admission Contract, or Edinvest Policies, or any School Specific Policy, and/or School Rule/s, the School may elect to send them a notice stating that they are in breach. If the Parents or Learner remain in breach for a period of 7 (seven) days after receiving notification that the School requires the breach be remedied, then the School shall be entitled, without prejudice to its rights and at its sole discretion, to follow the procedures as set out in the relevant Edinvest Policies, or School Specific Policies, School Rules, and/or the Learner Admission Contract depending on the nature of the breach, or to cancel the Learner's enrolment and the Learner Admission Contract. Depending on the nature of the breach the Learner may be required to leave the School immediately. The School shall have no obligation to refund any School Fees to the Parents if the Parents remained in breach despite written notice.

7.2 The School may claim payment of all moneys owing by the Parents along with the remainder of the outstanding School Fees for the current school year.

8. PROTECTION OF PERSONAL INFORMATION

8.1 The Parents and the Learner acknowledge that they have read the contents of the Learner Personal Information Policy and consent to abide with the terms and conditions contained therein. The School specific draws the Parents' attention to the consent form contained within the aforementioned policy which confirms that the Parents' consent to the School processing the Learner's personal information as contained in section 35 (thirty-five) of the Protection of Personal Information, Act 4 of 2013.

8.2 The Parents and the Learners acknowledge that informal photographs may be taken of the Learners and/or the Parents at various school events or whilst on the School Premises and that insofar as these photographs are placed in the possession or control of the School these photographs might be used by the School or Edinvest or its subsidiaries or associates, in the electronic or printed media such as websites, newspapers, advertisements, magazines and various other sources. The Parents and the Learners

consent to the use of the photographs as mentioned in this clause.

8.3 Neither the School nor any of their managers, representatives, staff members, other employees, and/or any executive committee member, prescribed officer or director of Edinvest, will be liable for any loss or damage that either the Parents or any Learner suffer as a result of the School furnishing any opinion or making any statement or disclosure of information if carried out in accordance with the provisions of the Learner Personal Information Policy.

8.4 The School undertakes to exercise reasonable care with a view to ensuring that the provision of any information concerning a Learner is accurate, and any opinion given regarding a Learner's ability, aptitude and character is fair.

8.5 The Parent hereby provides its consent to the School to distribute the Parents' names and contact details to other Parents, staff of School, Manager, or any other responsible persons authorised or delegated by the School for any School related purpose.

9. ACKNOWLEDGEMENTS, WAIVERS AND DECLARATIONS BY THE PARENTS

9.1 The Parents hereby acknowledge and confirms that:

9.1.1 The School reserves the right to apply the consequences of its Code of Conduct, Learner Disciplinary Policy, any other relevant Edinvest Policies, the School Specific Policies and School Rules, whether the Learner commits a breach on or outside of the School Premises; and

9.1.2 They have familiarised themselves with the nature and extent of the Education Services (which includes sports activities) organised and provided by the School, as well as the School Facilities for the use of Learners and that they are fully aware of the risks and dangers that each Learner may be exposed to as result of his/her participation in the Education Services and use of the School Facilities; and

9.1.3 They undertake to indemnify and hold harmless the School, and/or the Executive Head and/ or any member of staff, and/or any executive committee member, prescribed officer or director of Edinvest, against any claims arising from or in respect of the theft, loss, damage or destruction of any personal property of whatever nature (including school uniforms, sporting equipment, books, or any other personal

possessions) brought onto the School Premises by a Learner (save that this undertaking will not apply to any person in whose care and possession any of the personal property has been placed and the theft, loss, damage or destruction is as a result of gross negligence or intentional damage); and

9.1.4 Unless they specific notify the School to the contrary, his/her consent to the Learner participating, under supervision, both inside and outside the School Premises in any sports; or activities; or travel to any school activity at another venue; which may result in physical injury, shall be deemed to have been given. The School shall not be responsible for any injury, loss or damage to the Learner or the Learner's property resulting from any of the abovementioned activities, except in the case of gross negligence on the part of the school staff or agents, and the Parents indemnify the School against any claims in this regard; and

9.1.5 They will not withhold/delay payment should the School be in breach of any of its obligations; and

9.1.6 They acknowledge and accept that the School may have to increase the intended number of Learners in a class should a Learner have to repeat a grade; and

9.1.7 They shall not hold the School and/or the Executive Head, any member of staff and/or any executive committee member, prescribed officer or director of Edinvest, liable for any act or omission, that is actionable in law and may/ has caused damage, injury or harm, including death, or loss of property, unless the act or omission amounts to gross negligence or was carried out intentionally; and

9.1.8 They accept that a Learner may require emergency medical care at a time that neither of them is easily contactable and therefore delegate to the Executive Head and/or his/her nominee and/or staff members of the School, the power to authorise any and all such medical treatment and take any and all such steps that he/she considers necessary to provide the Learner in question with the best medical care possible under the circumstances. If specific medical conditions are present which may impact emergency treatment, it is advisable that a medic alert bracelet be worn by the Learner; and

9.1.9 They have recorded in the Admission Application Form all relevant details of each Learner's medical conditions (if any), prescribed medication (if any) and/or special healthcare needs (if any) and promise to immediately notify the Executive Head of any changes in a Learner's health, medicine, well-being or special health-care needs; and

- 9.1.10 They indemnify and agree to hold harmless the Executive Head, the School, the Manager and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of Edinvest, from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of any emergency medical treatment and/or any steps taken to arrange such emergency medical treatment for a Learner; and
- 9.1.11 They acknowledge and accept responsibility for the payment of all medical and related costs for each Learner's medical treatment; and
- 9.1.12 They acknowledge that their on-going co-operation with the School and good relationships amongst Parents of the School and amongst the Learners at the School is vital to the provision of a holistic and optimal educational experience for each Learner; and
- 9.1.13 They confirm and agree that they have read and understood the Code of Conduct and all of the relevant Edinvest Policies, School Specific Policies and School Rules in existence as at the date of the admission to the School of each Learner, they accept the content thereof as binding upon them and each Learner and undertake to abide by them and to properly familiarise themselves with all amendments to, inter alia, the School Policies from time to time; and
- 9.1.14 In the event of a Learner making use of School Transport, they indemnify and agree to hold harmless the Executive Head, the School and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of the School and Manager, from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of the Learner's use of the School Transport; and
- 9.1.15 They are aware that the Executive Head may in terms of the Code of Conduct, suspend or expel a Learner from the School. The Parents' attention is specifically drawn to the content of the School's Code of Conduct and Learner Disciplinary Policy. The examples in the School's Code of Conduct

set out examples of offences and misconduct however this is not a closed list and a Learner may be suspended or expelled for offences which are not contained in the Code of Conduct. Further the Executive Head may remove the Learner from the School if, in the discretion of the Executive Head, the Learner's progress, attendance or behaviour (including behaviour outside of school hours or off the school premises) is seriously unsatisfactory and the removal of the Learner will be in the best interests of the School and the other Learners. The School will provide the Parents with written notice of the termination. Depending on the severity of the misconduct the School will determine when the Learner will be required to leave the School and the date will be set out in the notice of termination. Parents must be aware that the termination, in certain circumstances, may be immediate.

10. COSTS

In the event that the School briefs legal representatives to enforce or advise the School on any of its rights in terms of the Learner Admission Contract or any of the School Policies or in order to defend any proceedings brought against the School and/or Manager, or any member of staff or other employee, it shall be entitled to recover these costs on an attorney own client scale, including commission and tracing charges, against the Parents.

11. NON-COMPLIANCE

- 11.1 Once a Learner has been admitted to the School, the Parents are liable for the full year's School Fees for that specific year. The Parents may pay the School Fees in instalments, but must be aware that should the Parents default they will be liable for the full year's School Fees. Should the Parents neglect or refuse to pay any School Fees, Additional Fees, or any other amount due and payable to the School, promptly on the respective due date, or should the Parents commit any act of insolvency or give notice of any intention to surrender their estate; or should an application be brought for the provisional or final sequestration of their estate or of their liquidation; or should the Parents make any compromise arrangement with their creditors or should any judgment of any court be taken against the Parents, the full amount of outstanding School Fees and Additional Fees, if any, together with all other outstanding amounts will immediately become due and payable without any further notice to the Parents/Learner.

12. VARIATION

The School reserves its right to amend the Learner Admission Contract from time to time for legal, safety or substantive reasons in order to assist the School in providing superior education to its Learners. The School shall endeavour to provide the Parents with 1 (one) school term's notice of any amendments. No variation of the conditions which have the effect of releasing the Parents and/or the Learner from any obligations in the Learner Admission Contract shall be binding on the School unless contained in a written document that is signed by the Executive Head, or his/her nominee.

13. DOMICILIA AND NOTICES

- 13.1 Where the Parents have to give a notice to any party in terms of the Learner Admission Contract, such notice shall be valid if delivered to the School's physical address, fax number or email address, which details appear on the Admission Application Form.
- 13.2 Where a notice has to be given to the Parents in terms of the Learner Admission Contract, such notice shall be valid if delivered to the Parents' physical address or email address, as set out in this Learner Admission Contract.
- 13.3 The Parents also appoint the aforementioned address as their domicilium citandi et executandi. The domicilium citandi et executandi address is the physical address and/or email address where the Parents would like all legal notices to be served in respect of all processes which must be served or exceptions which may be taken arising out of the Learner Admission Contract.
- 13.4 Parents agree to provide the School with updated email addresses, fax numbers and/or cellphone numbers to ensure that the School is able to contact them.
- 13.5 The Parties may change their address by written notice to the other party.
- 13.6 The Parties agree that notice to one Parent shall be considered notice to all Parents.

14. JURISDICTION AND GOVERNING LAW

- 14.1 The Learner Admission Contract shall be governed by the law of South Africa.
- 14.2 The Parents' consent to Magistrate's Court having jurisdiction in respect of all proceedings connected with this Learner Admission Contract, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such

jurisdiction in terms of Section 45 of the Magistrate's Court Act 32 of 1944 (as amended). The School shall however not be obliged to institute action in the Magistrate's Court.

- 14.3 The School may at its sole election submit any matter or dispute connected with the Learner Admission Contract, to arbitration. The School shall however not be obliged to submit a matter to arbitration and may follow the usual legal process should it choose to.
 - 14.3.1 The School shall inform the Parents via written notice that it intends on submitting the matter to arbitration.
 - 14.3.2 The arbitration shall take place in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time). If the dispute is in regard to non-payment of School Fees, then the Rules of the South African Chamber of Arbitration shall apply as set out briefly below. Any other disputes shall be governed by the Arbitration Foundation of South Africa (AFSA).
 - 14.3.3 Parties shall draft affidavits setting out the matter and they may employ legal counsel to assist them with the preparation and drafting.
 - 14.3.4 The arbitration shall be held and concluded within 30 (thirty) days after the dispute has been registered.
 - 14.3.5 The arbitrator shall be such independent and suitably qualified person as appointed, solely, by the Chairperson of the South African Chamber of Arbitration.
 - 14.3.6 This clause shall constitute the irrevocable consent of each party to the arbitration proceedings and no party shall be entitled to withdraw therefrom or to claim at such proceedings that it is not bound by this clause.
 - 14.3.7 All communication between the parties and the arbitrator shall be done in writing. The arbitrator must make an award within 14 (fourteen) calendar days (weekends/ public holidays included). An extension to this period may be given by the Chairperson of the Chamber.
 - 14.3.8 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator and the arbitration proceedings shall be final and binding and shall be capable of being made an order of any court to whose jurisdiction the Parties are subject
 - 14.3.9 Should the School elect to arbitrate in accordance with the Rules of the South African Chamber of Arbitration, the Parents and/or any interested party may request a copy of the Rules from the School. The Rules must be provided on or before the School institutes a claim.

15. WHOLE AGREEMENT

15.1.1 This Learner Admission Contract and Admission Application Form constitutes the whole agreement between the Parties, except to the extent that the Learner Admission Contract provides otherwise, and no agreements, representations, warranties, variations, deletions, or agreed cancellation between the Parties other than those set out herein are binding on the Parties, unless reduced to writing and signed by both the Parents and the School.

15.1.2 The Learner Admission Contract and Application Admission Form may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

15.1.3 If any provision of the Learner Admission Contract is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Learner Admission Contract to the extent possible. In any event, all other provisions of the Learner Admission Contract shall be deemed valid and enforceable to the full extent possible.

We, the undersigned, have read the content of this Learner Admission Contract along with the Admission Application Form, and we declare that we understand the content thereof and agree to be bound by its terms and conditions.

DATED at _____ on this ____ day
of _____ 20__.

SIGNATURE OF PARENT/GUARDIAN ONE

As witnesses

1: _____

As witnesses

2: _____

NAME OF PARENT:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

DATED at _____ on this ____ day
of _____ 20__.

SIGNATURE OF ACCOUNT HOLDER

DATED at _____ on this ____ day
of _____ 20__.

SIGNATURE OF PARENT/GUARDIAN TWO

As witnesses

1: _____

As witnesses

2: _____

NAME OF PARENT:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

DATED at _____ on this ____ day
of _____ 20__.

ON BEHALF OF THE SCHOOL

As witnesses

1: _____

As witnesses

2: _____

NAME OF ACCOUNT HOLDER:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

As witnesses

1: _____

As witnesses

2: _____



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ADDENDUM A

ACKNOWLEDGEMENT BY LEARNER AND PARENT/GUARDIAN

I, as learner, acknowledge that I form an integral part of the school and I recognise that my behaviour, actions and attitude reflect both on me as an individual and as a member of the school. I know that my main priority at school is to learn and to succeed academically, emotionally, spiritually as well as to take part in physical activities and to grow as a person.

As part of and as a representative of this school, I acknowledge that I have a responsibility to do my part for my academic growth and development and will therefore:

- Attend school regularly and punctually.
- Allow every other learner the right and opportunity to learn.
- Refrain from any action that might disrupt a class or jeopardise learning.
- Use every opportunity to learn from my educators, fellow learners and my homework.
- Conduct myself in a manner that upholds the principles of the South African Constitution and the school's reputation.
- Immediately report all incidents of social misconduct to a member of staff.
- Maintain a neat and tidy environment when acting as a supporter or spectator at any school activity or event.
- Do my homework and assignments punctually, neatly and to the best of my ability.
- Do my best each day to improve my work by learning from my mistakes and using them to my benefit.
- Refrain from leaving the classroom during instruction/teaching time for any reason whatsoever, unless deemed valid by the educator.
- Refrain from any action which discredits the school, me and my family.
- Make maximum use of the facilities at school and display respect for those facilities.
- Do all I can to preserve school property, including the gardens, for the use and benefit of all present and future learners of the school.
- Return all equipment/property made available to me for my use and enjoyment to school at the appointed time and in the same condition in which it was when it was handed to me, fair wear and tear excepted.
- Compensate the school or other persons for the loss of or damage to any property due to my negligence.
- Be loyal to the school and display loyalty in my behaviour and speech.
- Uphold the traditions and the rules of the school.
- Uphold the qualities of truth, motivation, discipline and hard work.

- Strive to develop emotionally, socially, spiritually and academically in all of the opportunities that are presented to me at school.
- Be an active member of the school through participation and ensuring that I meet all school commitments, including financial, academic, sporting or social commitments.
- Show respect to all people's rights, including the right to equality and dignity.
- Act with accountability in all my activities within and outside of the school.

I acknowledge that I have read the contents of the code of conduct and disciplinary policy and I agree to be bound by the contents of the code of conduct, drug and alcohol policy, school disciplinary policy and all other school policies and rules.

LEARNER FULL NAMES

DATE

LEARNER SIGNATURE

I acknowledge that I, the parent of the above learner, have read the code of conduct, drug and alcohol policy, learner disciplinary policy and learner's pledge and I agree to explain the content of and do what reasonably could be expected of me to assist in ensuring that my child adheres to code of conduct and attached addendum/s. I agree that, should my child commit any of the above transgressions, the school will have the right to follow the above disciplinary procedures and I agree that my child and I will comply with the imposed sanction/s.

PARENT/GUARDIAN FULL NAMES

DATE

PARENT/GUARDIAN SIGNATURE

GENERAL INDEMNITY

The School and the Edinvest Schools Opco (Pty) Ltd Board of Directors undertake to implement reasonable and generally acceptable measures with regard to the safety and well-being of all learners, educators and visitors to the School.

Due to the nature of the matter, the School and the Edinvest Schools Opco (Pty) Ltd Board of Directors do not accept any responsibility for accidents that may take place in the class, on the school grounds or on the sports fields.

Each parent is therefore requested to complete the section below as proof that you accept the position of the School and the Edinvest Schools Opco (Pty) Ltd Board of Directors as set out above as well as the risks involved therewith.

I, the undersigned,

FULL NAME: _____

ADDRESS: _____

CONTACT DETAILS: _____

the parent / legal guardian of the under mentioned learner who is enrolled as such and accepted by the School, subject to the terms set out herein:

NAME OF LEARNER: _____

indemnify the School and the Edinvest Schools Opco (Pty) Ltd Board of Directors for the time being of the Edinvest Schools Opco (Pty) Ltd (Reg Nr 2016/522281/07) for any losses or damages in general, however they may occur, that I as parent / legal guardian of the above learner may suffer as a result of any occurrence whereby the learner may be involved, whether as the causing or suffering party, whilst participating in any school activity.

In particular, I authorise that the aforesaid learner may be involved in all excursions undertaken by his / her group or class during school days as part of his / her learning experience and, where applicable, I agree that he / she may utilise the transport arranged by the School for such excursions. I also indemnify the School and the Edinvest Schools Opco (Pty) Ltd Board of Directors for any damages or losses that I as parent / legal guardian of the above learner may suffer under such circumstances and voluntarily accepts the risks associated therewith.

In the event of the aforesaid learner making use of the bus service to and from the School, I acknowledge that I am aware that such service is operated by an independent contractor and that neither the School nor the Edinvest Schools Opco (Pty) Ltd Board of Directors accepts any responsibility therefore. The Edinvest Schools Opco (Pty) Ltd Board of Directors has, however, in awarding the right to operate the service, laid down certain conditions to ensure that the bus company complies with safety regulations and that the driver is sober and experienced with a proven and unblemished record.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

WITNESSES:

1. _____

2. _____

PARENT / LEGAL GUARDIAN