



KLOOF JUNIOR PRIMARY SCHOOL

ADMISSION CONTRACT

Made and entered by and between
KLOOF JUNIOR PRIMARY SCHOOL GOVERNING BODY (hereinafter referred to as "The Governing Body")

AND

..... (hereinafter referred to as "The father/legal guardian/mother")
(FULL NAME)

1. GOVERNING BODY

The father/mother/legal guardian acknowledges that Kloof Junior Primary School is a government aided fee paying school and that the Governing Body is empowered with the authority to make decisions affecting the management and operation of the school and that such decisions are binding upon him/her and the child.

2. SCHOOL RULES AND REGULATIONS

Any child enrolled at Kloof Junior Primary School shall be obliged to adhere to the school rules and regulations. If any pupil contravenes any school rule or regulation laid down by the responsible authorities, disciplinary action may be taken against such a pupil.

3. SCHOOL FEES AND MONEY COLLECTION

The annual school fees shall be determined from time to time by the Governing Body and the father/mother/legal guardian shall be notified of the annual school fee prior to the commencement of the academic school year. The mother/father/legal guardian shall be jointly and severally liable, the one paying the other to be absolved for the payment of all school fees and costs of extra mural activities.

3.1 Payment of School fees shall be **COMPULSORY**.

3.2 The school fees shall be paid in full by 31st January or as set out in the detailed payment structure.

3.3 The Governing Body shall be entitled to increase the school fees during the year upon one school term notice.

3.4 In the event of the father/mother/legal guardian failing to pay school fees in accordance with this contract, then in such an event the Governing Body shall be entitled to give notice of the default in terms of paragraph 5 hereof. Should the father/mother/legal guardian remain in default, notwithstanding receipt of such notice, the Governing Body shall be entitled to institute legal proceedings for the recovery of the outstanding amount without further notice.

3.5 A compulsory Stationery fee as decided by the Governing Body is due on acceptance at the school.

3.6 The School may hold and process by computer or otherwise any information obtained about the Parent/s/Legal Guardian as a result of their liability for school fees. The School may conduct a credit enquiry and/or a credit information search about the Parent/s/Legal Guardian with a credit information bureau, persons acting as their agents and/or other credit grantors. The School may transmit details of how the Parent/s/Legal Guardian have performed in meeting their obligations in terms of their school fee obligations and share such information with other credit grantors for the purposes of making any credit risk management related decisions.

3.6.1 If the Parent/s/Legal Guardian fail to meet their school fee obligations the School may record the Parent/s/Legal Guardian non-performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.

3.6.2 The School may monitor the Parent/s/Legal Guardian payment behaviour by researching the Parent/s/Legal Guardian record at one or more credit information bureau.

3.6.3 The School may record and transmit details of how the Parent/s/Legal Guardian have performed in terms of their school fee obligations reflecting how they have conducted themselves in meeting these obligations.

3.6.4 The Parent/s/Legal Guardian acknowledge and agree that any information regarding their credit worthiness, defaults in payment to the school, and details of how they have paid their school fee obligations with the School may be disclosed to any other creditor, school and/or one or more credit information bureaus.

3.7 The mother/father/guardian acknowledges our right in terms of the South African Schools Act No. 84 of 1996 to apply for exemption for the payment of school fees. In the event that I wish to apply for exemption I acknowledge that such application must be in writing on the prescribed form, and I undertake to immediately collect the application for exemption form from the Bursar and to return it (together with all supporting documentation) to the Bursar before the 28th February 2020. The onus to apply for partial/total exemption is on the applicant/myself. I also acknowledge that the failure to properly complete the application for exemption and to submit all supporting documentation, will result in the application being rejected outright.

4. NOTICES

4.1 Any notice required to be given in terms of this agreement shall be in writing and delivered or dispatched by pre-paid registered mail and in the latter event, such notice will be deemed to have been received by the father/mother/legal guardian on the seventh (7) day after the date of posting thereof.

4.2 Notwithstanding the provisions of Clause (6) below, delivery of any notice or document to the child shall be deemed to be in compliance with the provisions hereof.

5 DOMICILIA

The father/mother/legal guardian hereby chooses as his/her *domicilium citundi et executandi* for all purposes arising under this agreement and for the service of any document for whatever purpose at the following address. (Post Box not accepted – Physical address required).

.....Code

6 DOCUMENTS

The father/mother/legal guardian shall be obliged to furnish to the Governing Body or Principal any documents or information required by the school within fourteen (14) days of being requested to do so.

7 CONSENT

The father/mother/legal guardian consents to the child taking part in the Extra – Mural activities of the school, including games, athletics, tours and any other excursions arranged by the school.

The father/mother/legal guardian fully understands and accepts that all such activities shall be undertaken at the child's

father/mother/legal guardian's own risk, and the father/mother/legal guardian undertakes, on behalf of themselves, the child, or their dependants, and their executors to indemnify, hold harmless and release Kloof Junior Primary School, the Principal, her staff, the Governing Body, and/or any person authorised by them, and/or invitees, from any or all claims whatsoever which may arise in connection with any loss, damage or injury, of whatsoever nature and howsoever caused, and whether or not caused by negligence (gross or otherwise), to the person or property of the child, arising out of or incidental to or connected in any way with such activities.

8 PARENTAL OBLIGATIONS

The father/mother/legal guardian shall be obliged to:

- Inform the school of any change of address or telephone number in writing.
- Inform the school of any case of infectious illness in the child's household.
- Ensure that the child attends school regularly.
- Ensure that the Code of Conduct of the school are complied with.
- Respect the tradition, character and ethos of the school and encourage the child to do the same.
- To give one term's notice of intention to remove the child from the school.

9 DAMAGES TO SCHOOL PROPERTY

The father/mother/ legal guardian shall be liable for any loss of or damages of whatever cause or nature or howsoever arising which may be caused to school property or equipment as a result of any act or omission on the part of the child.

10 INDULGENCES

No indulgence or extension granted by the Governing Body to the father/mother/legal guardian shall in any way be construed as a waiver of the Governing Body's rights or as creating a precedent.

11 COSTS

Should it be necessary for the Governing Body to institute any legal proceedings against the father/mother/legal guardian in order to enforce any of the terms and conditions of this agreement, then the father/mother/legal guardian hereby agrees that in addition to any amounts for which he may be found to be liable also to be liable for all the costs incurred by the Governing Body inclusive of legal costs on the attorney and client scale, collection charges, tracing costs and interest at the current legal rate as determined by the Minister of Justice.

12 AMENDMENTS

12.1 The Governing Body shall be entitled to amend the terms and conditions of this agreement upon written notice to the father/mother/legal guardian.

12.2 The said amendment shall be deemed to have been accepted by the father/mother/legal guardian unless he/she notifies the Governing Body of his/her objection to such an amendment within 14 days of receipt of such notice of amendment.

I in my capacity as father/ mother/legal guardian do hereby acknowledge that I have read and understood the terms and conditions set out herein and warrant that all information supplied herein and on the application form is true and correct and that my child's enrolment at Kloof Junior Primary School is subject to my acceptance thereof.

I hereby acknowledge that I have read and accept the terms and conditions as set out in the Code of Conduct.

I hereby acknowledge that I have been advised of my right to apply for exemption and should I not do so I will be liable for full payment of school fees.

Signed and dated atthisday of..... 20.....

Mother signature

Father signature

Legal Guardian

Guarantor.....

Signed and dated by

Principal Date