



ENROLMENT CONTRACT (Policies)

amongst

St Andrew's School, Welkom
(the "School")

and

(ID No. _____)

and

(ID No. _____)

(collectively, the "**Parents**")

Please, both parents / guardians must initial each page of this contract



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PARENT DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure D, declare that he/she/they are the Parent/s of the Learner/s, whose details appear in Annexure C. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out 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.



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, 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 **"Application Fee/Application Fee and Placement test"** 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 Application Fee;
 - 1.7.2 Deposit;
 - 1.7.3 School Fees;
 - 1.7.4 Additional Fees,
- Additional information in respect of the Fees is set out in **Annexure E** of this Contract;
- 1.8 **"Principal/Principal"** 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 **"Income Tax Act"** means the Income Tax Act, No. 58 of 1962;
- 1.10 **"Learner"** means the child (of any age) admitted by the School to be educated, whose details appear in **Annexure C**, as well as the Learner/s whose details appear in any subsequent Annexures numbered "C2", "C3" and so on sequentially, as provided for in Annexure "C1";
- 1.11 **"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, provisional, 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 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;

- 1.12 **"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):
- 1.12.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;
 - 1.12.2 fail to pay any fees by their due date;
 - 1.12.3 fail to fulfil any legal requirements necessary for the Learner to attend school in South Africa;
 - 1.12.4 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 Principal, 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
 - 1.12.5 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;
- 1.13 **"NCA"** means the National Credit Act, No. 34 of 2005;
- 1.14 **"Parent"** means a parent or guardian of a Learner, who has signed this Contract and whose details appear in **Annexure D**;
- 1.15 **"Parties"** means the Parent/s and the School;
- 1.16 **"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;
- 1.17 **"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; Data Protection 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;
- 1.18 **"POPI Act"** means the Protection of Personal Information Act, No.4 of 2013;
- 1.19 **"School"** means **St Andrew's School Welkom**;
- 1.20 **"School Fees"** means the amount of money payable by the Parent/s to the School in connection with a Learner's education, excluding any Application Fee or Additional Fees;
- 1.21 **"School Rules"** means the rules of the School, a copy of which is provided to each Learner on entry and is sent to Parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.22 **"Magistrate's Court Act"** means the Magistrates' Courts Act, No. 32 of 1944;
- 1.23 **"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;



- 1.24 "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; and

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

- 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 values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated in the School's prospectus, 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 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 Third Party once the Learner is admitted and enrolled with the School. **Subject to clause 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., 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 can be arranged either by the Parents or by the School at the Parents' expense.
- 3.7 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 in terms of clause 10.3. 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 term'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..

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

Parent 1	Parent 2	Third Party

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 Principal 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 The Parent indemnifies and holds harmless the School, the Board, the Principal 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 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Principal 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	Third Party

5. PARENT'S GENERAL OBLIGATIONS

- 5.1 **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** 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 in terms of clause 10.3. 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 term'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..**
- 5.2 **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.**
- 5.3 **The Principal 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 Principal 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.

- 5.4 The Principal 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 Principal 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. Should the Principal exercise this right, all or a part of the Deposit will be forfeited where:
- 5.4.1 the School is unable to fill the vacancy created by the Learner; and
- 5.4.2 the School has incurred, or will incur, reasonable costs for administering the Learner's enrolment or removal from the School.
- 5.5 When the Principal contemplates the possibility of removal or expulsion of a Learner under clauses The Principal 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 Principal 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. or The Principal 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 Principal 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. Should the Principal exercise this right, all or a part of the Deposit will be forfeited where:
- 5.5.1 the School is unable to fill the vacancy created by the Learner; and
- 5.6 the School has incurred, or will incur, reasonable costs for administering the Learner's , 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.

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 Principal 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.

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

Parent 1	Parent 2	Third Party

6. ACCEPTANCE AND APPLICATION FEE

An offer of a place for a Learner at the School is accepted by the Parents signing this Contract and paying the Application Fee. 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 Application Fee.



7. PAYMENT OF FEES

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 will 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 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.

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 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. . 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.

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 not accept any up-front cash payments for the payment of the Additional Amounts.

The Parents confirm that a certificate signed by the bursar, business manager or Principal 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.

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.

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.

The Parents are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay School Fees annually, termly or monthly, the total costs of which will be set out in a fee schedule and communicated to the Parents on enrolment and in advance of any increase in School Fees.

The Parents authorise the School to affect a debit order against the Parents' bank account to effect the monthly payment of Fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in **Annexure E**.

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. 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 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	Third Party

7.1. The Principal 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:

7.1.1. a death certificate;

7.1.2. a medical certificate or examiner's report; or

7.1.3. a certificate or report by a traditional healer registered in terms of the Traditional Health Practitioners Act, No 22 of 2007.

7.1.4. For the avoidance of doubt:

7.1.5. nothing in this clause Inability to pay Fees due to death or long-term 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 Principal pursuant to clause Inability to pay Fees due to death or long-term ;

7.1.6. the application of the provisions of this clause Inability to pay Fees due to death or long-term shall not limit or reduce the remedies and recourse available to the School in terms of the common law, statute or this Contract.

7.2. 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 10.2. **The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the School a full term'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 amount 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.** will apply, and the Parents will be required to provide a full term's notice or pay a term's fees.



8. PROTECTION OF PERSONAL INFORMATION

8.1. By entering into this Contract, and unless the Parents at any time instruct the School expressly and in writing to the contrary, the Parents' consent is given for the School to:

8.1.1. collect, store and process names, contact details and information relating to the Learner, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners; and

8.1.2. 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 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. 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.

10. TERMINATION AND NOTICE REQUIREMENTS

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

10.2. The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the School a full term'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 amount 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.

10.3. 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 term'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.



10.4. 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	Third Party

11. ALTERNATIVE DISPUTE RESOLUTION

ANY DISPUTE CONCERNING OR ARISING OUT OF THIS CONTRACT MUST BE RESOLVED IN TERMS OF THIS CLAUSE

11.1. In the event of any dispute arising out of or relating to this Agreement, then any Party may give written notice (indicating also that party's designated representative) (the Dispute Notice) to the other Party or Parties to initiate the procedure set out below.

11.2. The Parties shall first endeavour to settle the dispute by mediation. The Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by Tokiso Dispute Settlement Proprietary Limited (Tokiso) and to the extent that Tokiso no longer exists, the mediator shall be appointed by the chairperson for the time being of the Association of Arbitrators (Southern Africa) or its successors-in-title.

11.3. If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be determined by arbitration.

11.4. The Parties may agree in writing on the arbitrator and the arbitration procedure and, failing such agreement within 5 (five) Business Days of the expiry of the period referred to in clause 11.2. The Parties shall first endeavour to settle the dispute by mediation. The Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by Tokiso Dispute Settlement Proprietary Limited (Tokiso) and to the extent that Tokiso no longer exists, the mediator shall be appointed by the chairperson for the time being of the Association of Arbitrators (Southern Africa) or its successors-in-title., or such longer period of time as may be agreed to in writing, then the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the chairperson for the time being of the Association of Arbitrators (Southern Africa).

11.5. Unless agreed otherwise by the Parties in writing: (i) the mediation and the arbitration (as applicable) shall be administered by the Parties; (ii) the mediation and the arbitration (as applicable) shall be held in [Welkom city or area chosen]; (iii) the mediation and the arbitration shall be conducted in English; and (iv) the number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).

11.6. The arbitrator shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute and the decision of the arbitrator shall be final and binding on the Parties. The



arbitrator shall deliver an award together with written reasons within 30 (thirty) Business Days from the date upon which the arbitration ends. A demand for arbitration that has been successfully served by any Party shall interrupt prescription of the claim to which it relates.

11.7. The governing substantive law of the Agreement shall be the law of South Africa. The governing procedural law of the mediation and the arbitration shall be the law of South Africa.

SHALL PRECLUDE ANY PARTY FROM APPLYING TO A DULY CONSTITUTED COURT OF COMPETENT JURISDICTION FOR URGENT INTERIM RELIEF (INCLUDING BUT NOT LIMITED TO): (I) TO COMPEL ARBITRATION; (II) TO OBTAIN INTERIM MEASURES OF PROTECTION PRIOR TO OR PENDING ARBITRATION; (III) TO SEEK SUCH INJUNCTIVE RELIEF AS MAY BE NECESSARY AND APPROPRIATE; (IV) TO ENFORCE ANY DECISION OF THE ARBITRATOR, INCLUDING THE FINAL AWARD; (V) FOR JUDGMENT IN RELATION TO A LIQUIDATION CLAIM; OR (VI) TO ENFORCE ANY SECURITY GRANTED IN TERMS OF, OR RELATING TO, THIS AGREEMENT.

11.8 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if this Contract is terminated, 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.

Parent 1	Parent 2	Third Party

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

12.1. The Parents undertake that they shall not, and will procure that the Learner shall not:

12.1.1. engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:

12.1.2. could have an adverse impact on its reputation or public image, or involve it in a public controversy; or

12.1.3. are in breach of the School's Policies, ethics, mission and values;

12.1.4. disclose the personal details of the School's employees, other Parents and/or Learners;

DISCLOSE ANY CONFIDENTIAL INFORMATION RELATING TO THE SCHOOL, INCLUDING ANY DETAILS SURROUNDING DISPUTES AS CONTEMPLATED IN CLAUSE

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

FAILURE TO ADHERE TO THIS CLAUSE 12. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL 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	Third Party



13. CONSENT TO USE OF THE LEARNER IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS

13.1. 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.

13.2. The Parents are required to complete **Annexure B** to give or deny the School consent to make use of the media contemplated in clause 13.1. 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..

14. GENERAL

14.1. The Parents choose the residential address set out in **Annexure D** 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.

14.2. 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.

14.3. The Parents undertake to advise the School in writing of any changes to the details included in this Contract.

15. 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

16. VARIATIONS

The School reserve 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.

17. PARTIAL INVALIDITY

17.1. Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone 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.

17.2. 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____

SIGNED at _____ PARENT
on _____ 20____

ACCEPTED by the PARENT
School at on _____ 20____

PRINCIPAL

18. POLICIES OF THE SCHOOL

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, or on the School's website.

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

Parent 1	Parent 2	Third Party

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.

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.

ANNEXURE A **SOME POLICIES**

ANNEXURE A 1 - CODE OF CONDUCT

At St Andrew's School Welkom, we expect our learners to care by:

- accepting accountability for all your actions;
- behaving decently in a manner that will not bring yourself or your school into disrespect;
- treating others as you yourself would like to be treated;
- having respect for property no matter to whom it belongs;
- completing and executing learning/teaching activities and assignments to the best of your ability and co-operating with your teachers/colleagues;
- applauding and sharing in the achievements of other learners/colleagues;
- rendering commitment and loyalty to the school and its ethos;
- striving for excellence in all that we do;
- being honest in all your dealings;
- valuing the community in which we work and live.



ANNEXURE A 2 - POLICY REGARDING LEARNERS CONSUMPTION OF DRUGS, ALCOHOL & TOBACCO

1 DRUGS

1.1 Learners and parents must be made aware of:

- the school policy regarding learners consuming drugs;
- that specific learners may be bodily searched and/or their cupboard and rooms (at the boarding house) may be searched for the possession of drugs;
- such searches will be carried out strictly in accordance with the rights to privacy as stated in the SA Constitution's Bill of Rights Paragraph 14 and with the limitation of these rights as stated in Paragraph 36;
- such searches would necessitate a valid reason (for example, simple suspicion of possession of drugs would be an insufficient reason unless there were valid reasons for being suspicious);
- such searches would necessitate learner's participation (i.e. the learners concerned would be present during the search), learners' permission (i.e. refusal to give permission could only be over-riden by a sufficiently valid reason); and the presence of a witness (i.e. a third party would be present to verify the correctness of the search process);
- such searches would necessitate appropriate confidentiality (i.e. the results of such searches would be shared only with appropriate persons);
- such searches would necessitate appropriate closure for the learners concerned (i.e. either appropriate disciplinary action would be carried out, or a clear and appropriate apology would be given);
- And that specific learners may be asked to undergo tests for the presence of drugs.

1.2 The school undertakes to educate learners on the dangers of drugs, and this education should, wherever possible, be based on real-life (e.g. talks from rehabilitated addicts) and should allow for personal questioning and interaction. The school must be extremely vigilant about identifying drug-taking and should not allow a suspected drug-taker the benefit of doubt – he should be tested.

1.3 This vigilance must extend to drug-taking out of school. Suspected drug-takers should be tested.

1.4 All learners and incidents are always handled on an individual basis, but the generally applied guidelines regarding taking and supplying of drugs are as outlined in 1.5 and 1.6 below.

1.5 The procedure when a learner is suspected of drug-taking should be as follows:

- The parents should immediately be called in and their co-operation asked for: they must undertake to have their child tested, and the doctor involved must report in writing directly to the school.
- If the urine test is positive, then the following procedure should be followed:
- The parents must agree to expert counselling for their child (and possibly for themselves). They should be able to choose the counsellor, but a written record of the counselling must be forwarded to the school. If cost is a factor, then they must use the facilities of the Child Guidance Clinic.
- The parents must agree to monthly urine tests for their child, until the school feels that these are no longer necessary.
- The parents must be informed in writing that a second positive urine test will result in their child's immediate expulsion.



- Punishment appropriate to the incident should be implemented. The most suitable punishment is the immediate implementation of Red Card. A learner on Tier 1 or Tier 2 would therefore immediately be demoted. A learner's awards on the Incentive Scheme would therefore immediately be affected. A learner on the School Council should be required to resign immediately. A learner in any other position in the school where they set an example to younger learners, should be required to resign from that position – examples of such positions would be house or sports or club leaders.
- If the procedure in 1.5.2 has been carried out and, sometime later, the learners is again suspected of drug-taking and a urine test establishes that the learners has indeed been taking drugs, then the learners will be immediately expelled.

1.6 If there is sound evidence (i.e. more than simple suspicion) that a learner is supplying drugs to others or influencing others to take drugs then they will be expelled immediately.

2 **ALCOHOL**

2.1

- Learners and parents must be made aware of the school policy regarding learners consuming alcohol; that specific learners may be bodily searched and/or their cupboard and rooms (at the boarding house) may be searched for the possession of alcohol; such searches will be carried out strictly in accordance with the rights to privacy as stated in the SA Constitution's Bill of Rights Paragraph 14 and with the limitation of these rights as stated in Paragraph 36;
- such searches could be bodily searches and/or searches of possessions (such as, but not limited to, bags rooms, cupboards, drawers, cell-phones, computers, books);
- such searches would necessitate a valid reason (for example, simple suspicion of possession of drugs would be an insufficient reason unless there were valid reasons for being suspicious);
- such searches would necessitate learner's participation (i.e. the learner concerned would be present during the search), learners' permission (i.e. refusal to give permission could only be over-ridden by a sufficiently valid reason); and the presence of a witness (i.e. a third party would be present to verify the correctness of the search process);
- such searches would necessitate appropriate confidentiality (i.e. the results of such searches would be shared only with appropriate persons);
- such searches would necessitate appropriate closure for the learners concerned (i.e. either appropriate disciplinary action would be carried out, or a clear and appropriate apology would be given);
- and that specific learners may be asked to undergo tests for the presence of alcohol.

2.2 The school undertakes to educate learners on the dangers and illegality of alcohol, and this education should be based on real-life (e.g. talks from rehabilitated alcoholics) and should allow for personal questions and interaction.

2.3 The school must be extremely vigilant about identifying drinking and should not allow a suspected drinker the benefit of doubt – he/she should be warned. This vigilance must also extend to drinking out of school. Suspected learners -drinkers should be clearly and firmly warned.

2.4 All learners and incidents are always handled on an individual basis, but the generally applied guidelines regarding drinking and supplying of alcohol are as outlined in 2.5 and 2.6 below.

2.5 using alcohol (or supplying anyone else with alcohol) at school, or while in school uniform, or on a school trip, whether against the law (i.e. under-age) or within the law (i.e. over-age) should be handled in the following manner:

2.5.1 The parents should be called in; written notification should be given to them and a signed undertaking should be given by the learner that he/she will not involve himself in another drinking incident.



- 2.5.2 Punishment appropriate to the incident should be implemented. The most suitable punishment is the immediate implementation of Yellow Card. A learner on Tier 1 or Tier 2 would therefore immediately be affected. A learner's awards on the Incentive Scheme would therefore immediately be removed. A learner on the School Council should be required to resign immediately. A learner in any other position in the school where they set an example to younger learners should be required to resign that position – examples of such positions would be house or sports or club leaders.
- 2.5.3 If the learner breaks his undertaking not to be involved in another drinking incident, then he/she should be immediately expelled.
- 2.6 using alcohol (or supplying anyone else with alcohol) while not at school (i.e. in public or at private parties) without the parents' supervision or without the supervision of an adult delegated by the parents, should be handled in the following manner:
- 2.6.1 If the learners is under-age (i.e. if the incident is against the law) the procedure will be as outlined in 2.5.
- 2.6.2 If the learners is over the legal age (i.e. the incident is within the law) the procedure should be as follows:
- 2.6.2.1 If the alcohol is responsibly carried out, not carried to excess, and not in the company of or influencing in any way any under-age learner, then the school would take no action.
- 2.6.2.2 If this is not responsibly carried out, or is excessive, or is in the company of under-age learner, or influences any other learners, then the procedure should be as outlined in 2.5.
-

3 **TOBACCO**

- 3.1 Learners and parents must be made aware of
- 3.1.1 the school policy regarding learners smoking tobacco.
- 3.1.2 that specific learners may be bodily searched and/or their lockers (at school), and their cupboards and rooms (at the boarding house) may be searched for the possession of tobacco;
- 3.1.2.1 such searches will be carried out strictly in accordance with the rights to privacy as stated in the SA Constitution's Bill of Rights Paragraph 14 and with the limitation of these rights as stated in Paragraph 36;
- 3.1.2.2 such searches could be bodily searches and/or searches of possessions (such as, but not limited to, bags rooms, cupboards, drawers, cell-phones, computers, books);
- 3.1.2.3 such searches would necessitate a valid reason (for example, simple suspicion of possession of drugs would be an insufficient reason unless there were valid reasons for being suspicious);
- 3.1.2.4 such searches would necessitate learners participation (i.e. the learner concerned would be present during the search), learner permission (i.e. refusal to give permission could only be over-ridden by a sufficiently valid reason); and the presence of a witness (i.e. a third party would be present to verify the correctness of the search process);
- 3.1.2.5 such searches would necessitate appropriate confidentiality (i.e. the results of such searches would be shared only with appropriate persons);
- 3.1.2.6 such searches would necessitate appropriate closure for the learners concerned (i.e. either appropriate disciplinary action would be carried out, or a clear and appropriate apology would be given);
- 3.2 The school undertakes to educate learners on the dangers of smoking tobacco and the fact that there is a legal minimum age, and this education should if possible be based on real-life and should allow for personal question and interaction.
- 3.3 The school must be extremely vigilant about identifying smokers and should not allow a suspected smoker the benefit of doubt – he/she should be clearly and firmly warned. This vigilance must extend to smoking out of school. Suspected learners -smokers should be warned.
- 3.4 All learners and incidents are always handled on an individual basis, but the generally applied guidelines regarding smoking are as outlined in 3.5 and 3.6 below.



3.5 Smoking at school, or while in school uniform, or on a school trip should be handled in the following manner:

- 3.5.1 The parents should be given written notification of the incident and a signed undertaking should be given by the learner that he will not involve himself in another smoking incident.
- 3.5.2 Punishment appropriate to the incident should be implemented. Possible punishments are a number of manual labours, other community service, or homework class every afternoon until 1700 for a set time. A learner on Tier 1 or Tier 2 should immediately be demoted to Tier 3. Learner's awards on the Incentive Scheme will be affected immediately. A learner on the School Council should be required to resign immediately. A learner in any other position in the school where they set an example to younger learners should be required to resign that position – examples of such positions would be house or sports or club leaders. Demotion from Tier, removal of Incentive Scheme awards, or resignation from School Council or from any other position of leadership would be for a period of at least one term, after which the Headmaster may, if it is appropriate, re-instate any or all such positions.
- 3.5.3 If the learner breaks his undertaking, not to be involved in another smoking incident, then his parents should be called in and they should be given written notification that another such incident will result in their child's expulsion from the school.
- 3.5.4 Punishment appropriate to this extreme lack of co-operation should be implemented. The most suitable punishment is the immediate implementation of Yellow Card. A learner who has worked his way back on to Tier 1 or Tier 2 should immediately be demoted to Tier 3. Similarly, a learner who has re-gained awards on the Incentive Scheme should have these removed immediately. Any status or position which may have been re-instated by the Headmaster would immediately be reversed.

3.5.5 If the learner involves himself in a third smoking incident, he/she should be immediately expelled.

3.6 Tobacco use while not at school (i.e. in public or at private parties) without the parents' supervision or without the supervision of an adult delegated by the parents, should be handled in the following manner:

- 3.6.1 If the learner is under the age when tobacco products may be legally purchased, the procedure would be as outlined in 3.5.
- 3.6.2 If the learner is over this "legal age" the procedure should be as follows:
- 3.6.2.1 If the smoking is responsibly carried out (i.e. not in the company of or influencing in any way any under-age learner) then the school will take no action.
- 3.6.2.2 If this is not responsibly carried out (i.e. is in the company of under-age learners or influences any other learner) then the procedure should be as outlined in 3.5.

ANNEXURE A 3 – HAIR POLICY

All Females

- Elastics/ribbons: Must be the school colours of blue, red, or white. The colours black and brown are also accepted.
- Hairbands: May not have any sort of decorations and must be a solid colour (either red, white, blue, black, or brown).
Hairbands may also not be any wider than 5cm.
- May not dye their hair unnatural colours such as pink, purple, orange, etc.
- Hair colour may only be one shade lighter than their natural colour.
- Fringe / bangs must not touch the eyebrows. If it does, it must be pinned back.
- May not have any patterns shaved/cut into their hair.

Ethnic Females:

- Ethnic braids may not be thicker than 2cm or rather a 20c coin. Once the braids touch the collar they must immediately be tied up.



- Dreadlocks may not be loose and must be tied up.
- An Afro must have a constant length over the whole head and may not exceed the length of 5cm.
- Braids must only be one colour. No two-coloured hair pieces. (**Braids must also be the same colour as your natural hair**).
- Braids, when tied up, may not be longer than the middle of one's back.
- **NO beads** are allowed.

Caucasian Females:

- May not have full headed ethnic braids or dreadlocks. (**Braids/dreadlocks must also be the same colour as your natural hair**).
- Hair must be tied as soon as it touches the collar.

Take note of the following when wearing civvies.

Shorts or skirts that are too short or any other clothing that has undue exposure of the body are not allowed. Clothing that exposes an excessive amount of bare skin is not allowed.

Examples of prohibited clothing include, but are not limited to sagging or low-cut pants, pants with holes or frays above the middle of the thigh, skirts, shorts and dresses that do not reach the middle of the thigh, spaghetti, tube or halter tops, clothing constructed of see-through materials.

All Males

- May not have any patterns shaved/cut into their hair.
- May NOT have a Mohawk or dye their hair unnatural colours. (Blue, green, etc.)
- Hair colour may only be one shade lighter than their natural colour.
- **Must be clean-shaven at all times.**

Ethnic Males:

- May have Low Taper hairstyle which is a hairstyle with more hair on top of their head than on the sides and at the back.
- The Low Taper hairstyle must fade from where the hair is most to where it is least.
- May be bald.
- May have an S-Curl. (An S-curl is short hair that is curled with a type of gel)
- May have hair on their entire head but at a constant length. (2cm max)
- May have plain corn braids but the braids may not touch the collar. (**Braids must also be the same colour as your natural hair**).
- May have braids at a constant length around the entire head, but the braids may not extend past one index finger width above their eyebrows.
- May have dreadlocks / "twists" at a constant length around the entire head, but the dreads / "twists" may not extend past one index finger width above their eyebrows. If the dreadlocks / "twists" exceed this length, they have to be tied up (in one pony) flat against the head or braided back neatly. If tied up, length may not exceed the length of your index finger.
- May have dreadlocks used with a dreadlock sponge, provided the dreadlocks look neat and presentable.
- Boys' hair must be short and neat if braided, flat against the head with no loose ends.

Caucasian Males:

- Low Taper hairstyle can have a clear division of not more than 3mm.
- The length of the hair on the sides and length on top of the head may not be more than 3 clippers difference, with the hair on the top of the head being a maximum of 5cm or less.
- Hair with a consistent length must be maintained, may not touch the collar, or grow over the ear lobes.
- May have a perm/curled hair, provided the hair does not exceed 5cm in length.



ANNEXURE A 4 - JEWELLERY POLICY

No other jewellery allowed except

- a) religious cross on longish gold/silver chain
- b) Plain watch for boys and girls
- c) One set of plain gold/silver studs (maximum 4mm) or gold/silver studs (maximum 4 mm) with a small zirconia stone/diamond or small gold/silver sleepers for girls. (**NO nose studs are allowed.**) **not even on civvies days**
- d) ONE religious bracelet is allowed.

ANNEXURE A 5 - CELL PHONE POLICY

Learners from Grade 1 – 7 are not permitted to bring cell phones to school.

Learners from Grade 8 – 12 are permitted to bring cell phones to school under the following conditions:

1. All cell phones and/or any other technological device must be on silent (not vibrate) in a class.
2. No cell phone and/or any other technological device is allowed to be handled in a class unless permission was given by the teacher.
3. No earphones / headphones / air pods are allowed during class time or during change of classes. It will be confiscated! Learners will only be allowed to use it in class if the teacher gives permission.
4. A learner may **not be in possession** of a cell phone and/or any other technological device during an examination or test. It must be in the learner's school bag or on the teacher's table.
5. It is the owner's responsibility to ensure that the cell phone and/or any other technological device is safe at all times.
6. When a phone and/or any other technological device is stolen / damaged, the school will not be held responsible.
7. If another learner takes your phone and/or any other technological device without your permission, and it gets damaged, he/she will have to pay for the repairs.
8. Learners must take responsibility for looking after their possessions. By bringing your phone and/or any other technological device to school, you do so at your own risk.
9. If these rules are violated, the phone will be taken away from the child and shut away in the school's safe for **one week**.
10. If you have any explicit content on your phone and/or on any other technological device, it will be confiscated, and you will not be allowed to bring it to school anymore.
11. The parents can call the office in emergencies.
12. When your child has to phone you urgently during the school day, he/she can phone from the office.

WE ASSURE YOU THAT THESE ARRANGEMENTS ARE FOR YOUR CHILD'S BEST INTEREST SO THAT HE/SHE CAN DEVOTE THEIR FULL ATTENTION TO THEIR SCHOOLWORK.

ANNEXURE A6 - ST ANDREW'S SCHOOL UNIFORM

The official School uniform is available from the St Andrew's Clothing shop at the school. The clothing shop will be open on Tuesday (13:30 – 14:30), Wednesday (7:45 – 8:15) and Thursday (13:30 – 14:30).

PLEASE NOTE THAT EACH ITEM OF CLOTHING IS TO BE CLEARLY MARKED WITH YOUR CHILD'S NAME.

JUNIOR PRIMARY – GIRLS	
WINTER	SUMMER
School Blazer (COMPULSORY)	School Blazer (for official functions Number 1's)
Grey School Jersey / pull-over	Grey School Jersey / pull-over (optional)
Blue slacks (with St Andrew's socks) / Tartan Skort / Skirt (with black tights) Even though we are not prescriptive about the length of the skirt, it must still be an appropriate length just above the knees taking into consideration that it must still look decent when walking up the stairs or sitting down.	Tartan skirt or skort (with white socks) Even though we are not prescriptive about the length of the skirt, it must still be an appropriate length just above the knees taking into consideration that it must still look decent when walking up the stairs or sitting down.



White long-sleeved shirt	White school blouse
Black school shoes	Black school shoes
School tie	Optional – school cap (if necessary when you are in the sun)
Optional - school beanie, school scarf, white / navy / red / grey or black gloves	

SENIOR PRIMARY & HIGH SCHOOL – GIRLS	
WINTER	SUMMER
School Blazer (COMPULSORY)	School Blazer (for official functions Number 1's)
Grey School Jersey / pull-over	Grey School Jersey / pull-over (optional)
Tartan Skirt / Blue slacks Please note that slacks may not be worn to official functions – except for Muslim girls. Even though we are not prescriptive about the length of the skirt, it must still be an appropriate length just above the knees taking into consideration that it must still look decent when walking up the stairs or sitting down.	Tartan Skirt / Blue slacks (Only High School girls are allowed slacks) Please note that slacks may not be worn to official functions – except for Muslim girls. Even though we are not prescriptive about the length of the skirt, it must still be an appropriate length just above the knees taking into consideration that it must still look decent when walking up the stairs or sitting down.
White long-sleeved shirt	White school blouse
Black stockings / Grey school socks with slacks for Senior Primary (White school socks with slacks for High School)	Black school shoes
Black school shoes	Optional – school cap (if necessary when you are in the sun)
School tie	
Optional - school beanie, school scarf, white / navy / red / grey or black gloves	

PRE-SCHOOL (Gr RRR to R, not compulsory for Daycare learners)	
SUMMER	WINTER
School blue shorts (Grade RRR to R)	Royal blue tracksuit pants
Red / blue sport shirt	Red long sleeve t-shirt
Slops or sandals	Red Fleecy Top
	Grey School Jersey
	Sport Shoes / Tekkies

JUNIOR PRIMARY – BOYS	
WINTER	SUMMER
School Blazer (COMPULSORY)	School Blazer (for official functions Number 1's)
Grey School Jersey / pull-over	Grey School Jersey / pull-over (optional)
Grey flannel trousers	Grey School shorts
Grey St Andrew's socks	White short-sleeved open necked shirt with badge
White long-sleeved shirt	Grey St Andrew's socks
Black school shoes	Black school shoes
School tie	Optional – school cap (if necessary when you are in the sun)
Optional - school beanie, school scarf, white / navy / red / grey or black gloves	

SENIOR PRIMARY & HIGH SCHOOL – BOYS	
WINTER	SUMMER
School Blazer (COMPULSORY)	School Blazer (for official functions Number 1's)



Grey School Jersey / pull-over	Grey School Jersey / pull-over (optional)
Grey flannel trousers	Grey flannel trousers Grade 4 - 6 shorts Grade 7 shorts or long trousers Grade 8 - 12 long trousers
White long-sleeved shirt	White short-sleeved open necked shirt with badge
Grey St Andrew's socks	Grey St Andrew's socks
Black school shoes	Black school shoes
School tie	Optional – school cap (if necessary when you are in the sun)
Optional - school beanie, school scarf, white / navy / red / grey or black gloves	

SPORT UNIFORM

In order to keep costs down, the sport uniform can be obtained from the clothing shop at the school.

<u>GIRLS</u> School blue shorts (Grade 1 to 12). If it is necessary to wear ski-pants underneath your shorts, it must be the same blue as the shorts or white or black. Red / blue sport shirt. Red socks for Hockey / white socks for Netball. Tracksuit (no blazers with sport uniform, only tracksuit tops). Jerseys may only be worn with a tracksuit top. New shirts are compulsory for all sport matches and school outings. Junior Primary - may wear red long-sleeve t-shirts under PE shirt in winter. Senior Primary and High School - may wear white long-sleeve t-shirts under PE shirts in winter (It must not be a vest). Only sport shoes are allowed, no sneakers.	<u>BOYS</u> School blue shorts (Grade 1 to 12). If it is necessary to wear ski-pants underneath your shorts, it must be the same blue as the shorts or white or black. Red / blue sport shirt. Red socks for Hockey / Soccer. Tracksuit (no blazers with sport uniform only track-suit tops). Jerseys may only be worn with a tracksuit top. New shirts are compulsory for all sport matches and school outings. Junior Primary - may wear red long-sleeve t-shirts under PE shirt in winter. Senior Primary and High School - may wear white long-sleeve t-shirts under PE shirts in winter. (It must not be a vest). Only sport shoes are allowed, no sneakers.
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ST ANDREW'S CIVVIES

New sport shirt with a plain, not faded nor torn, loosely fitting pair of blue jeans. May wear sport shoes / sneakers. Tracksuit tops may be worn if it is cold and over jerseys if it is very cold.

ANNEXURE B

CONSENT FOR THE USE OF LEARNER IMAGES AND MEDIA IN SCHOOL PUBLICATIONS

1. ***I/We the Parent(s) of _____ (the Learner) hereby give/deny the School our written consent to:***
 - 1.1 ***include*** any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name, of the ***Learner, or depicting the Learner, for the following uses:***
 - 1.1.1 in ***School*** publications (whether local or international), the School website, School WhatsApp Groups or in press releases to celebrate the ***School's*** or the ***Learner's*** activities, achievements or successes;
 - 1.1.2 sales and marketing materials of the School such as leaflets, flyers, brochures or any other printed media designed for this purpose and disseminated locally or internationally;
 - 1.1.3 the development of materials for educational or publicity purposes both locally and internationally; and



- 1.1.4 promotion of the School on the School's official social media platforms, including but not limited to Facebook, Instagram, Twitter, YouTube or any other such social media platform designated for official use by the School.
2. ***The consent contemplated above be valid until [the Learner reaches the age of majority]***
3. ***The School shall (and will procure that any third party professional engaged for the abovementioned purposes shall) under no circumstances sell any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name to a third party.***

SIGNED at _____ on _____ 20____

PARENT 1

SIGNED at _____ on _____ 20____

PARENT 2

Note: If the parents do not sign this annexure, the school will not be permitted to use any of the learner's images as contemplated in this annexure. If this consent is not signed simultaneously with the enrolment contract, it may be signed as a standalone at a later stage.]

[It is agreed that for each sibling enrolled and admitted to the School after the Learner/s referred to in this **Annexure C**, a new annexure will be completed and signed by the Parties, with the same information for each such sibling. These will be Annexures C1, C2 and so on sequentially, and will be deemed to be annexures to this Contract, with all the provisions of this Contract applying to the sibling as a Learner in terms of the Contract.]



ANNEXURE C DETAILS OF THE LEARNER

Grade applied for:	Highest grade passed:	Year when grade was passed:
Surname:	Initials:	Nick Name:
First Names:		
Identification or Passport No:		
Study Permit if applicable:	Citizenship:	
Physical Address: Code:	Home Telephone:	
	Emergency Telephone:	
	Learner Cell:	
Home Language:	Race:	
Boarder: ☐ Y ☐ N	Interested in Riebeeckstad/Virginia Transport: ☐ Y ☐ N	Riebeeckstad ☐ Virginia ☐
Deceased Parent: ☐ Mother ☐ ☐ Father ☐ ☐ Both ☐ ☐	Religion:	
Previous School Name:		
Contact Details:	Province:	
Learner Medical Information:		
Medical Aid Number:	Medical Aid Name:	
Doctor's Name:	Doctor Telephone Number:	
Medical Conditions:		
Special Problems:	Requiring Counselling:	
Dexterity of Learner:	Right Handed ☐ ☐ Left Handed ☐ ☐ Ambidextrous ☐ ☐	
Siblings at St Andrew's:		
Position in the family (e.g. first)		



LEARNERS' SCHOOL RECORD DETAILS OF REPEATED GRADES (if applicable)

Grade	Year (e.g. 2018)	Name of School (e.g. St Andrew's School, Welkom)

The abovementioned information is completed to the best of my ability and is a true reflection of my child's school records. I do understand that if found to be false that this will affect my child's application to St Andrew's School, Welkom.

Signed at _____ on this the _____ day of _____ 20 _____

Signature of Parent 1 / Legal Guardian 1

Signature of Parent 2 / Legal Guardian 2



ANNEXURE D

DETAILS OF PARENTS

Parent / Guardian 1

Relationship

Marital Status:

Married

Single

Divorced

Re-married

Widow/er

Title

Surname

First Names

ID

Occupation

Employer

Contact numbers

(h)

(w)

cell

E-Mail

Street Address

Work Address

Parent / Guardian 2

Relationship

Marital Status:

Married

Single

Divorced

Re-married

Widow/er

Title

Surname

First Names

ID

Occupation

Employer

Contact numbers

(h)

(w)

cell

E-Mail

Street Address

Work Address



SCHOOL FEE STRUCTURE: JANUARY 2026 TO DECEMBER 2026
(Annual price increase, next increase in January 2027 to December 2027)

Fees payable per month x 12 months
(3 months – 3 years)

Day Care: Grade RRRR	Fees	R2 970.00 per month
Pre-School: Grade RRR	Fees	R3 500.00 per month
Pre-School: Grade RR	Fees	R4 030.00 per month
Pre-School: Grade R	Fees	R4 560.00 per month
Junior Primary: Grade 1 – 3	Fees	R6 160.00 per month
Senior Primary: Grade 4 – 7	Fees	R6 900.00 per month
High School		
Grade 8 – 10	Fees	R7 300.00 per month
Grade 11	Fees	R7 780.00 per month
Grade 12 (Fees payable x 10 months) Fees		R9 360.00 per month

Other Services

Transport/Bus (*Riebeeckstad & Virginia only*) R1 545.00 per month (x 11 months)

Application Fee and Placements Tests Preschool & Primary (Grade RRRR - 7) <i>(Non Refundable)</i> R 600.00 High School (Grade 8 – 12) <i>(Non Refundable)</i> R 775.00		Aftercare: (After school until 16:00) Please pay direct into the School's Bank account, and send proof of payment to monique@sasw.co.z/school@sasw.co.za Aftercare Fees: Pre-School: R 500 per month & R1 200 per term Grade 1-6: R 600 per month & R1 500 per term
Boarding: (Grade 6 to 12 only) Boarding Deposit: <i>(Non Refundable)</i> Deposit will be credited to first month's boarding fee	R1 550.00	Sibling Discount: 2 nd Child: 10% on School Fees 3 rd Child: 25% on School Fees 4 th Child: 100% on School Fees
Boarding Fees: (Fees payable per month x 11 months) Payable per month in advance Annual boarding fees: (11 x R10 347) = R 113817 p.a.	R10 347.00	

A 5% discount is offered on school fees paid in full for the year, by the 28th of February of the relevant year. Discounts are on school fees only. Additional charges will be levied during the year to cover school outings, stationery, school tours, IBT and IEBT Tests, etc. **Interest at the rate of 2% per month will be levied on all overdue accounts that is not paid after the last day of each month. If fees are not paid by debit order, a full term's fees are payable in advance. One full term's notice, in writing, is required before withdrawing a learner from the school. If not, the parents / legal guardians will be liable for school fees for the notice term (3 months).** Failure to pay the fees may result in legal action being taken against the parents / legal guardians responsible for the payment of fees. Furthermore, failure to pay may also result in your name being entered in the National Credit Register which may prevent you from obtaining further credit in South Africa. You will be held responsible for any costs and interest, should the account be handed over to our attorneys for collection. **Personal effect of learners ARE NOT covered by school's insurance (including iPads).** We will conduct a credit enquiry on the parents for the purpose of setting a limit in respect of fees and services provided; and the parents give consent for this enquiry to be conducted. I furthermore note that an incomplete form or outstanding documents may result in the application being rejected. In the event of St Andrew's School Welkom having to proceed with any further legal action or take any legal steps of whatsoever nature in order to enforce due and proper compliance with any of terms and/or conditions of this Agreement, the School shall be entitled to recover from the client all such fees and disbursements charged by the School's attorneys, on the scale as between attorney and own client, including collection commission at a rate of 10% plus VAT on each instalment paid in reduction of the amount/s which are or may become due and payable to the School in terms hereof.

I agree to abide by the terms and conditions as set out above with regard to the payment of school fees and levies.

Signed at _____ on this the _____ day of _____ 20 _____

Signature of Parent 1 / Legal Guardian 1

Signature of Parent 2 / Legal Guardian 2



ANNEXURE E2 - FEES

The table below sets out the purpose and function of each Fee. A copy of the Fee Schedule is provided when the Learner is enrolled at the school.

The fee	Purpose and Function
School Fees	The amount, payment method and payment due dates are set out in the Fee schedule which provided at the start of the school year. The Fee schedule is available free of charge from the Main Office of the School.
Extra costs	The school will always notify the Parents where there are any Extra Goods and Services. The Extra Goods and Services are part of the school's standard offerings and will have been specifically requested. These Fees apply even where at the time of signing this Contract it was not reasonable or even possible to specify every one of the Extra Goods and Services that might be provided. The Additional Costs will be added to the Learner's school account and must be paid by the end of each Term. Upfront cash payments are not acceptable for Extra Goods and Services. Examples of <i>Extra goods and services</i> include school tours, extra-curricular activities, textbooks, and stationery.





ANNEXURE E3 – FEES

A. AUTHORITY / DEBIT ORDER MANDATE

Given by (PARENT / ACCOUNT HOLDER)

Account type:	☐	Current	☐	Savings	☐	Transmission
Account holder's Name:						
Surname:						
Tel Number:						
Bank:						
Account Nr:						
Branch code:						
Amount						
		R		-		

Name:	St Andrew's School Welkom	
Abbreviated Name:	SASW	
Contact Number:	057 352 2218	
Address:	Cnr Hamlet Road & St Andrew's Way, St Helena, Welkom, 9459	

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which I/we may transfer my/our account) on :

1st	15th	25th
-----------------------	------------------------	------------------------

The individual payment instructions so authorised to be issued must be issued and delivered monthly (on the chosen date above for every month)

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such should enable me to identify the agreement.



A. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally

I/We agree to pay any bank charges relating to this debit order instruction. I/We agree that the debit order will automatically be adjusted should any additional cost occur (e.g. reviewed fees payable, trips, clothing, etc.)

I/We hereby acknowledge that after 3 consecutive failed attempts, the debit order agreement / mandate shall be terminated and that I will have to make use of direct electronic fund transfers (EFTs).

B. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

This Authority may be cancelled by me/us by giving the School 30 days' notice, in writing

C. Assignment

I/We acknowledge that this Authority may not be ceded nor assigned to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent.

Signed at _____ on this _____ day of _____

SIGNATURE OF ACCOUNT HOLDER

CAPACITY (RELATIONSHIP TO LEARNER)

FOR OFFICE USE	
Application acceptance date	
Initial cash payment made (date)	
Debit Order commencement date	
Family Number	

