



"Within the child, lies the fate of the future". Dr Maria Montessori

Application Package

Section A – HeadStart Montessori Parent Handbook

Admission Policy:

The following admission policies and criteria have been designed to maximise the compatibility among selected pupils, their families and the school within the context of HeadStart Montessori-based educational philosophy and values. The policies therefore take into account, not only evidence of a pupil's academic achievement, but the prospective pupil's and family's long-term commitment to developing the whole child and their commitment to a productive school-family partnership that will support such growth.

1. We practice a policy of non-discrimination relative to race, ethnicity, gender, religion and national origin regarding the receipt and review of applications for admission.
2. Admissions decision require, and are made contingent upon receipt or completion of:
All requested tests/assessments, if necessary.
Screenings
Pupil past records – from other pre-primary schools
School visit of parents and where necessary child, for interviews
Completion of any other form requested by the school
3. We respect the rights of privacy of all prospective pupils and their families, and honour the confidentiality of all reports, records, interview information, and any other information or materials obtained as part of the admission application process.
4. While embracing the philosophy that each child develops in a unique way and therefore welcome applications from a wide variety of pupils, we also recognise our limitations in meeting some highly complex or specialised learning needs. Our admissions procedure will therefore take into account our ability to accommodate particular pupil's needs without disruption to our programme as one factor when evaluating applicants for admission. Pupils who have special needs that fall within our ability to address may be accepted on a provisional basis, with additional stipulations (such as a requirement for a tutor or therapist assistant).
5. An Admissions Committee will make all decisions regarding admissions. Decisions will be based on a careful and comprehensive review by the committee of all submitted material, interviews, class visits etc. Admission decisions will be based on, but not restricted to the following:

Pre-primary child:

- ❑ Is able to co-operate in a social group.
- ❑ Shows some respect for authority.
- ❑ Is independent in toileting skills.
- ❑ Is able to understand and follow school and classroom rules and guidelines.
- ❑ Demonstrates an eagerness to learn.
- ❑ Is developmentally functional in all aspects of daily school routine.

Families who:

- ❑ Have or are willing to have a thorough understanding of and commitment to the HeadStart Montessori philosophy and principles.
- ❑ Understand and have a commitment to long-term participation in the Montessori education process.
- ❑ Understand their role in partnering with the school, for example: volunteering, attending school meetings, supporting school functions, following the school's vision and growth.

Each application is totally dependent on the time of year, school activities, staff compliment, Head of School's agreement, team leader's opinion and agreements and adherence to the relevant conditions as above.

HeadStart is a mixed ability, multi-grade Montessori school with a common curriculum, individualised, for all - with no streaming according to ability.

Admission Procedure

Individual appointments are made with the Head of School to show visitors around the school if a family seems sincerely interested.

The Head of School will see visitors briefly during the visit with prior arrangement. It is preferable for the visit to take place around 9am so that prospective parents might see the whole school in operation.

Visitors MUST report to the office and wait for the Head of School.

If the school has not received an application within seven days after the family has visited the school or attended an open day, the school will make a follow up call as a courtesy.

As applications are received they will be processed and managed by the Head of School.

The final responsibility for ensuring that previous school records get to our Admissions office rests with the family.

Enrolment Fee

HeadStart Montessori asks for **R 4 000.00 Enrolment fee** for all new admissions. After completing and returning the Enrolment documentation, together with the **R 4 000.00 Enrolment Fee**, you will be notified within 7 days as to whether or not your application was successful. **If your application was unsuccessful, the Enrolment Fee will be returned.** If, however, your child is offered a place and you decide against taking it, the Enrolment Fee is forfeited.

If the faculty and staff of HeadStart feel that we would be unable to satisfactorily meet the academic, emotional or psychological needs of your child, we will graciously suggest another school that can possibly assist you.

Fee Structure & Payment Policy for the year 2018

Our fees are worked out on a 12 month bases. Fees from January 2018 – December 2018 are:

Monthly fee	Termly fee	Annual fee
R 4 290.00	R 17 160.00	R 51 480.00

The above fees are for Half day. Should you require full day, please contact the office for fee structure.

The above fees are inclusive of Physical Education class and Little Actors.

HeadStart is a private school that depends solely on the financial commitment from parents.

We have NO government subsidy of any kind. We depend on the enrolment fees to provide for the school property and its upgrading etc. and the monthly school fees for the day-to-day operating costs including directresses' salaries.

Banking Details

HS Montessori Pre-Primary Cc

Financial Institution:	First National Bank (FNB)
Branch Code:	251 655
Account Number:	625 3771 5461
Your Reference:	Child's name and surname

Withdrawal Policy:

HeadStart Montessori reserves the right to ask a parent to remove a child from the school, whom the staffs believe is not benefiting from the method of education offered at HeadStart.

This step will only be taken after consultation with the parents and attempts at resolving any problems are made.

We recognise that Montessori education is not always suitable for every family. Suggestions will be made as to alternative schools.

In accordance with Board Policy, one term's written notice must be given by either party when leaving the school, unless special circumstances arise. **The parents are responsible for the fees corresponding to the notice period.**

Parents are to provide the school with **one terms written notice** should they decide to withdraw their child from the school. **In the event that the school is not provided a terms written notice the parent will be required to pay a full terms school fees.**

Annual Stationery Fee – (Additional Fee)

HeadStart has an annual stationery fee of R 700.00 per learner. All paint, pencils, books, scissors, glue, paper, etc., is purchased from this stationery fee. The annual stationery fee will be invoiced along with the January school fees at the beginning of the year. Please note that this is a compulsory fee that is applicable to all learners.

School hours

The school is open from 07:00am (not earlier) during the summer months and 07:30 (not earlier) during the winter months, five days a week. Half day children must be collected by 13h30, late collections will be charged to the parents

account at a fee of R100.00 per half hour or part thereof. Full day children must be collected by 17:30.

Extra murals

HeadStart Montessori offers a variety of extra murals. These extra murals are at the parents own cost. Are extra murals are as follows:

- Music Box
- Little Kickers/Soccer Starz
- Dance with Soul (ballet)
- Kidz Karate
- Build em Bricks
- Swimming – Splash Swim school in Chartwell

All extra murals will be held Monday to Friday during school hours. Should the need arise; additional extra murals will take place in the afternoons.

School Terms

HeadStart Montessori follows the ISASA Central Region three-term calendar as requested by our parent body.

The term dates for 2018 are thus as follows:

TERM ONE Wednesday 17 th January – Wednesday 11 th April	TERM TWO Wednesday 2 nd May – Friday 3 rd August	TERM THREE Tuesday 4 th September – Thursday 6 th December
MID-TERM BREAK Thursday 1 st March – Tuesday 6 th March	MID-TERM BREAK Friday 22 nd June – Monday 2 nd July	MID-TERM BREAK Thursday 18 th October – Tuesday 23 rd October

School is closed during all mid-terms. Holiday club is available for 2 weeks of the school holidays at an additional cost.

Discipline

At HeadStart, discipline is a positive factor aimed at assisting the developing child reach the goal of self-discipline. The school has an extensive discipline policy that is implemented throughout the school in a positive manner. Briefly:

No corporal punishment is ever administered. It is unseemly, demeaning and unconstitutional.

The word 'isolation' is a word that may be used in the school when removing the child from a situation in which he or she is not coping, in order to assist the child towards self-discipline. However, a child is never isolated from the group!

The child is only removed from the situation, not to another room or even a particular place. It allows the child to calm him or herself at which time he or she may re-join the group/class.

Because we believe in providing a dynamic, rich learning environment, full of hands-on manipulative, we consider it impossible for boredom to arise that is often the reason for disciplinary problems.

If an incident occurs at the school that the respective team leader and/or the Head of School deems to be a serious breach of school rules – parents will be contacted to allow for a united plan of action to be instituted.

No child will be made to feel different or special because of his/her educational needs.

We believe that all children can learn and develop to their highest potential, given the right circumstances and environment.

When necessary, a written 'prescription', to aid this potential, will be formalised with the entire teaching team and the Head of School. Regular reviews and feedback will be given to parents.

Assessment / Evaluation

In learner-centred education, assessments are made in several ways:

On a continual basis to identify progress and level of competency of an individual by means of informal observations, reference to lesson plans etc. They are also used to evaluate the teaching method and relevance of the programme to the individual learner.

One-on-one discussions between the teacher and the child, using the lessons plans of the teacher and the work of the student are held to compare predicted progress with actual progress.

Summarised assessments will be given during the year, but no grades, comparisons or 'places in classes' will be used. This is in the form of a written report.

Information will be given to parents and also shared with the pupils to assist in developing their responsibility for their own learning.

Parent-teacher conferences will be individually scheduled twice a year. Written reports will be issued at the end of the academic year.

Uniforms and Dress Code

There is no uniform for the pre-primary class although a HeadStart T-shirts, long-sleeve shirts, golf shirts, jackets and fishing caps are available to order.

Due to the 'no fantasy' policy in the pre-primary cycle we would really appreciate it if the parents co-operated by ensuring that their child does not come to school wearing **any** form of super-hero clothing. The wearing of such clothes often precludes genuine non-adult enforced, creative, imaginative play.

Parental Involvement

HeadStart is a community with parents, children and staff working together for the good of the pupils. We are all part of the same team. It is clear that the more extensive the parent involvement, the higher the pupil achievement. Where parents are involved, pupils achieve more, regardless of socio-economic status or ethnic/racial background.

To achieve 'Excellence in Education' we need to all co-operate with each other, forge a strong community bond and communicate back and forth constantly.

Parent Meetings

Individual parent-teacher meetings will be scheduled when necessary to discuss, in private, your child's progress.

Parent-teacher conferences are scheduled for the first and second term. Availability of staff for additional conferences can be arranged through the office.

Please try and refrain from trying to speak to the teachers during class times, they are busy with your children. However, you may leave a message if needed.

Communication between home and school is very important so please do not hesitate to write a note to the teacher or the principal on any subject.

HeadStart encourages parental involvement and observations in the school. In this way you will discover how your child learns. The only restriction we make is that you phone first for an appointment, just to ensure that there are not too many 'new' adults in the environment at the same time.

Volunteer classroom help by parents and grandparents is welcomed. Please liaise with the teachers.

Absences/Illnesses

We would appreciate it if your child came to school on a regular basis. Please schedule any appointments with doctors, dentists or specialist after schools hours if possible. If your child is ill, please let the school know as soon as possible, particularly if it is an infectious illness.

To ensure that we maintain respect for all the children and staff in our school the following principles will be adhered to at all times:

1. No sick children will be allowed to be at school, the school's decision as to whether or not a child is well enough to be at school will be final. A Directress who works with a child day in, day out has a good sense of when a child is well enough to be at school (in a similar way to which we as parents make judgments around this)
2. It is not the school's responsibility to look after sick children; it is the parent's responsibility to ensure that they have adequate support in place to deal with sick children.
3. It is the responsibility of the school to notify parents of sick children, parents must then collect their child within a reasonable period, the schools decision regarding whether or not a child is too sick to be at school is final, unless otherwise proven by a qualified Medical Doctor.
4. Parents have a responsibility to ensure that they, or within their nominated list of contacts, are contactable whilst their children are at school.
5. The school will keep all parents updated on unusual outbreaks of illnesses.
6. **The school will administer NO medication** with some obvious exceptions relating to allergies and chronic medication (diabetics for example) or high fever.
7. Children on antibiotics should not attend school until they have finished their medication.
8. A doctor's letter is required, to re-admit following serious and contagious illnesses.

9. If your child is allergic to anything, make sure that you give detailed instructions to the staff.
10. In the case of a long absence due to illness, arrangements will be made for your child to be given extra assistance in 'catching up' the lost time.

Special Instructions

If you ever have any special instructions, for example: a change in the person fetching your child from school, or the fact that your child is allowed to walk home. Please contact the school telephonically or by sending a signed note – it ensures that no misunderstandings occur.

Lunches and Snacks

HeadStart provides a mid-morning snack however; parents are to pack in lunch for their children for the 11h30 snack/lunch break. Cooked lunch for half day children is available at an additional cost.

Birthday Policies

Birthdays, when culturally or religiously acceptable, remain a highlight of a child's year at school. We will always celebrate a birthday as a community event, with the 'birthday child' being feted and made to feel special.

If you would like to share in this celebration by donating a book to the school that would be permanently inscribed with your child's name that would be greatly appreciated.

Please liaise with the office if you would like to supply the snack for your child's birthday.

List of Requirements for each child

All articles to be clearly marked with your child's name!

- ❖ Hat - to wear outside. If your child does not bring a hat to school, he/she may not play outside. This should be of the large brim, floppy type, not a cap. **HeadStart will provide your child with our school hat upon registration.**
- ❖ Bag – medium (to fit in his/her drawer), to put all their bits and pieces in to take home. Try and find a bag that your child can open and close.
- ❖ Change of clothes - accidents happen! Please include a complete change of clothes, even for older pre-primary children; someone may spill water on them!

We respectfully ask that no child brings any toys to school, they break, get lost, get given to friends, get swapped, and we cannot control them.

If your child does bring a toy to school we will not take any responsibility for them whatsoever.

Spectacles etc.:

If your child has to wear glasses, a plate for their mouth or any other medical device, please make sure that the teacher knows, when and where and how they should be correctly used.

The school cannot take responsibility for any accidental loss or damage to such a device, although we will if made aware that the child has such a device (or pair) and should be wearing/using them during school hours, endeavour, to the best of our ability, keep track of them.

Respect

HeadStart Montessori Pre-School is built on a foundation of mutual respect.

This is the basis of our community.

No community can exist without respect.

1. The **staff** show the **children** respect in the way they speak to them and the way in which each child is seen and worked with on an individual basis. Our classrooms are multi-cultural, multi-lingual environments in which each child and teacher is an equally accepted and respected member.
2. The children are encouraged to respect each other. The school actively discourages any form of physical or verbal abuse, however minor it may appear, pushing, hitting, teasing, name-calling, gossiping or bullying. We have ethic and peace-making sessions and lessons that are regularly taught and practiced to help overcome any situation. We will deal swiftly and firmly with any child who contravenes this policy when it is brought to our attention.
3. The **staff** members of HeadStart Montessori Pre-School are professionals who will go out of their way to display a respectful attitude towards **parents** at all times, inside and outside of the school property.

Because of all of the above,

4. The parents must also reflect this policy of respect when speaking to or about any of the staff members or even their own or other children, whether this occurs on the school property or at social occasions.

If parents are not respectful when discussing a teacher or another child within the hearing of their own child, it becomes almost impossible for their child to be respectful in class. This could cause your child some problems in school.

5. If a child and/or family continuously and/or flagrantly contravene the basic policy of respect, our community is broken-down and obviously our school and what it stands for is not what that family wants. The school will then be forced to take steps to re-build our community.

Lines of Communication

Any organization has lines of communication that will allow a person to receive the most accurate information in the shortest time available.

HeadStart is such an institution.

1. If you have a question about general educational matters for example: why does HeadStart not teach religion, or when do the children start to study geometry, even about the different policies that the school has in place? Ask the Head of School. The Head of School sets the overall Montessori educational principles and standards.
2. Each class has a team leader – he/she is the lead teacher within that class who has all the information that any parent may need. If you have a question about your child's class or work – speak to the team leader. Make sure you know whom the team leader is, it may change. Make a specific appointment when you need to discuss something. If you take time during class time to discuss your situation, you are depriving the entire class of the attention of that teacher. If you do not receive a satisfactory answer – then contact the Head of School who will try and assist.
3. During class time you may leave a message in the office for the team leader to contact you when they are available. Only in an emergency situation will teachers be called to the telephone.
4. If you have a question about school fees, uniforms or if your child is absent – contact the office.
5. Any questions about the fund raising done by the school – contact someone on the fundraising committee – member's names and telephone numbers are available from the office.

6. Any questions about the **facilities** – contact the office.
7. Any questions concerning the **governance** of the school – please contact the Principal Director.
8. We always try and send new letters and any/all correspondence out via e-mail.
9. Please find out the facts about a situation before angrily confronting the school!
Children do not always tell the truth, they may have a different perception of the truth; they may want to get someone else into trouble; they might be frightened of reactions.
Please take time to find out the entire story.

Let us work together.

Personal Property

Montessori schools worldwide spend hours teaching responsibility and accountability from an early age (we start in the pre-primary class).

1. If all of your child's property (clothing, lunch boxes, school bags, caps etc.) is clearly marked – it will rarely get lost. If it is found anywhere on the school grounds, it will be returned together with a lecture on accountability! We cannot return anything to the correct child if it is NOT clearly marked. We will still endeavour to find the owner but it becomes more difficult.
2. If your child arrives home with something that is clearly NOT his or her property, please return it to the school. It was most probably taken by mistake, but it could be very upsetting to the child who has misplaced the item.
3. Montessori schools have some very unique equipment and pieces/parts of it occasionally find their way to your home by way of a pocket or school bag – please just return them. Incomplete material cannot be used and may entail the school having to replace an entire set at great expense.
4. If you allow your child to bring a toy, book, game, football or anything else that is not an active part of your child's classroom lessons and does not have the approval and knowledge of the class team leader – the school cannot be held responsible for it being lost, stolen, broken or misplaced even if marked with the owner's name. If every child brought something

to school every day – the teachers would have no time to assist your child's learning.
Please support the school when they ask your child not to bring toys to school.



SECTION B – ISASA DOCUMENTATION



Independent Schools Association of Southern Africa

Quality Values Diversity

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

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

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of the School, which form part of this Contract. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.

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

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

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the School in terms of the Consumer Protection Act.

1. DEFINITIONS

In this contract –

- 1.1. **"Additional Fees"** means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;
- 1.2. **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School from time to time;
- 1.3. **"Child"** means the child or children (of any age) admitted by the School to be educated, whose details appear in Annexure "A1", as well as the Child or Children whose details appear in any subsequent Annexures numbered "A2", "A3" and so on sequentially, as provided for in Annexure "A1";
- 1.4. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.5. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;
- 1.6. **"Deposit"** means an amount of money paid by the Parent/s to the School, which the School may require be increased from time to time as the Child progresses through the grades at the School in accordance with and in proportion to the increase in the fee scales applicable to the Child over the period in question, refundable upon termination of this Contract, less any amounts that the School is legally entitled to recover as a result of such termination or other damage related to a breach of this Contract;
- 1.7. **"Development Fee"** means the fee paid by the parent as an agreed, non-refundable contribution to the School's developmental costs, payable on the Child's enrolment to the School as part of the School's revenue for that year;
- 1.8. **"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at the School and which may include an initial contribution to the development and capital costs of the School;
- 1.9. **"Fee"** means any amounts owing to the School for a Child's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
 - 1.9.1. Enrolment Fee;
 - 1.9.2. Deposit;
 - 1.9.3. School Fees; and
 - 1.9.4. Additional Fees;

- 1.10. **"Head"** means the person appointed by the board of governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.11. **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in Annexure "B";
- 1.12. **"Parties"** means the Parent/s and the School;
- 1.13. **"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; 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, or on the School's website;
- 1.14. **"School Fees"** means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Enrolment Fee, Deposit or Additional Fees;
- 1.15. **"School Rules"** means the rules of the School, a copy of which is provided to each Child 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;
- 1.16. **"Magistrate's Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.17. **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.18. **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those said fees.

2. GENERAL OBLIGATIONS OF THE SCHOOL

- 2.1. ***The admission and enrolment of learners to the School is at the discretion of the Head who may refuse a learner's admission to the School without giving reasons therefor and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.***
- 2.2. For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School. ***Subject to clause 2.1, nothing in this Agreement should be***

interpreted as a representation or warranty made by the School that your Child will be admitted to and enrolled with the School.

- 2.3. While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School.
- 2.4. We shall monitor your Child's progress at the School and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by you or by the School at your expense.
- 2.5. ***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 children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for your Child's special educational needs, the School may not offer enrolment with the School or may cancel this contract in terms of clause 9.3.***

3. DISCLAIMERS

- 3.1. ***You acknowledge that 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 equipment, books, or any other personal possessions) brought on to the School premises by your Child, unless the School or its staff are in physical possession of that property and damage occurs to that property either because –***
 - 3.1.1. the School or its staff treated the property as their own; or
 - 3.1.2. 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
- 3.2. ***Unless you expressly notify us in writing to the contrary, you consent to your Child 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 your Child 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.

4. PARENT'S GENERAL OBLIGATIONS

- 4.1. You will inform the School in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of the kind referred to in clause 2.5.**
- 4.2. In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your Child in his or her studies, and give appropriate support at home; keep the School informed of matters which affect your Child; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where your Child's interests require you to do so.**
- 4.3. The Head may in his or her discretion require you to remove or may suspend or expel your Child if your behaviour is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.**
- 4.4. The Head may, at his/her discretion, require you to remove or may suspend or expel your Child from the School, if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the Child's removal is in the School's best interests or those of your Child, other children or the wider School community. In this case, you will be asked to remove your Child either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form, as is reasonable under the circumstances. The School will not be required to give you a full term's written notice under these circumstances. Should the Head exercise this right, your deposit will be forfeited. However, any prepaid fees will be refunded to you.**
- 4.5. 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 child may be expelled or suspended for offences which are not included in these examples. In particular, the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the child or the circumstances of the case otherwise justify such action.**

5. POLICIES OF THE SCHOOL

- 5.1. You declare that you have read and understood the policies of the School as adopted and published by the School from time to time and agree to abide by these policies.** The School undertakes to make copies of all policies available on request and free of charge, or on the School's website.

- 5.2. You undertake to comply with all the rules and regulations of the School and acknowledge that it is your responsibility to make yourself familiar with the policies.
- 5.3. ***You acknowledge that you are responsible for your Child, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that you will ensure that your Child obeys all school rules and policies where they apply to the Child.***

6. ACCEPTANCE AND DEPOSIT

- 6.1. ***An offer of a place for a Child at the School is accepted by you signing this contract and (if applicable) paying the deposit and enrolment fee.***
- 6.2. ***If, subsequent to entering into this contract, your Child does not take up a place at the School (save for by reason of death or long term hospitalisation) you will not be refunded the deposit or enrolment fee. The deposit and enrolment fee will be kept by the School as a reasonable cancellation fee for your Child's withdrawal, unless and the School, acting reasonably, is able fill the vacancy created by your Child's withdrawal on or before the first day of the first full term for which your Child was to have been enrolled in which case you will be refunded the deposit and enrolment fee, less the School's costs in administering, processing and handling your Child's enrolment (or a reasonable estimate of these costs).***
- 6.2. ***If no deposit is payable and subsequent to entering into this contract, your Child does not take up a place at the School (save for by reason of death or long term hospitalisation) and the School cannot, by the start of the first term for which your Child was due to enrol, fill the vacancy created by your Child's withdrawal, a full term's fees shall be payable and shall become due and owing to the School as a reasonable cancellation fee. The term's fees shall be charged at the rate that would have been applicable for the said first term.***
- 6.3. ***If your Child does take up a place with the School, the deposit will form part of the general funds of the School. The School will be entitled to treat the interest generated from such deposit as income. The deposit will be refunded to you, without interest, on your Child leaving or, at the School's discretion, credited to you, without interest, for the final payment of the fees or other sums lawfully due by you to the School, on your Child leaving.***

7. PAYMENT OF FEES

- 7.1. ***You have absolute responsibility for the payment of any Fees applicable to your Child attending the School. You also acknowledge that School Fees are payable in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the School will on request provide a written explanation. Any Fee or other moneys owing by you 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 National Credit Act, 2005 (“NCA”), or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month 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 you 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.

- 7.2. You and/or the Third Party accept the Additional Goods/Services. The School will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. You 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 7.1. You 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 you have expressly accepted such Additional Goods/Services.***
- 7.3. You 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 your Child adequately with the educational services in terms of this Agreement. 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.***
- 7.4. You confirm that a certificate signed by the bursar, business manager or Head showing the amount owing by you 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 you or the Third Party, you or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.***
- 7.5. In the event of the Third Party taking responsibility for the payment of the Fees, you by your signature hereto, hereby bind yourself jointly and severally in your 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.***
- 7.6. You 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.***
- 7.7. You 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 you on enrolment and in advance of any increase in school fees.***

- 7.8. You authorise the School to effect a debit order against your 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 "B".**
- 7.9. You 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.**
- 7.10. The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the school fees increase to an amount which you no longer wish to pay, provided that you 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 9.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.**

8. PROTECTION OF PERSONAL INFORMATION

- 8.1. By entering into this contract, and unless you at any time instruct the School expressly and in writing to the contrary, your consent is given for the School to:**
- 8.1.1. collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;**
- 8.1.2. collect, store and process names, contact details and information relating to yourself and your Child, 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;**
- 8.1.3. include photographs, with or without name, of your Child in School publications, or in press releases to celebrate the School's or your Child's activities, achievements or successes;**
- 8.1.4. supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting**

from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and

8.1.5. *inform any other school or educational institution to which you propose to send your Child of any outstanding fees.*

8.2. *The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.*

9. TERMINATION AND NOTICE REQUIREMENTS

9.1. *For the avoidance of doubt, this contract will terminate when your Child completes the School's curriculum and any exit examination we offer at the end of your Child's schooling, unless otherwise terminated on the terms of this contract. This contract therefore has an indefinite term.*

9.2. *You 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 Child 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 you 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 appropriate notice.*

9.3. *The School also has the right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract. At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.*

9.4. *This is without prejudice to the School's other remedies: the School may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from the School requiring you to remedy the breach, and in addition it may 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 you any excess above such damages.*

9.5. For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) –

9.5.1. fail to uphold the Policies and/or Rules of the School;

9.5.2. fail to pay any Fees when due;

9.5.3. fail to fulfil all legal requirements necessary for your Child to attend school in South Africa, if any of these legal requirements apply to your Child, for example, failure to obtain a valid study permit for your Child if he/she is a foreign citizen; or

9.5.4. act in such a way that you or the Child become seriously and unreasonably uncooperative with the School and in the opinion of the Head, your or your Child's behaviour negatively affects your Child's or other children's progress at the School, the well-being of School staff, or brings the School into disrepute.

10. ALTERNATIVE DISPUTE RESOLUTION

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

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

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

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

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

11. GENERAL

11.1. You choose the residential address set out in annexure "B" as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the School to you.

11.2. You confirm that all the particulars that you may furnish or that you have furnished to the School on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.

11.3. You undertake to advise the School in writing of any changes to the details included in this contract.

12. JURISDICTION AND GOVERNING LAW

The contract between you and the School is governed by South African law. **You agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you 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 and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 10.**

13. VARIATIONS

We 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 you at least a term's notice of any such modifications.

14. PARTIAL INVALIDITY

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

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

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

SIGNED at _____ on _____ 20

PARENT / GUARDIAN

SIGNED at _____ on _____ 20

PARENT / GUARDIAN

ACCEPTED by the School at _____ on _____ 20

HEAD



Alternative clauses 9.1 and 9.2 for a Fixed Term Contract

- 9.1 This Agreement will be of force and effect for one academic (i.e. calendar) year at a time.
- 9.1.1 The School shall, not more than 80 (eighty) days and not less than 40 (forty) days prior to the end of the academic year and the termination of this Agreement, notify you in writing of –
- 9.1.1.1 the fact that this Agreement will expire on the stipulated expiry date;
 - 9.1.1.2 any changes that would apply to this Agreement if it is renewed for a further period or permitted to continue beyond the expiry date; and
 - 9.1.1.3 your right to terminate this Agreement on the expiry date or agree to a renewal for a further fixed period.
- 9.1.2 The notification in terms of clause 9.1.1, will not be given where your Child is in Grade 12 or where you have given notice to the School that your Child will not be attending the School the next academic year.
- 9.2 You shall give the School at least 20 business days written notice of your intention to withdraw your Child from the School. The School will charge a reasonable cancellation fee to you for the cancellation of the Agreement. This cancellation fee will in most instances be equal to the Fees payable for the forthcoming term, or as otherwise determined in the sole discretion of the School, taking into consideration the provisions of the Consumer Protection Act in this regard. Where you give the School a full term's advance written notice of intention to withdraw your Child, you not be liable to pay any cancellation fee.

ANNEXURE A1: DETAILS OF THE CHILD

	Name and Surname	Current Grade	Gender (M/F)	Age	ID Number
Child 1					
Child 2					
Child 3					
Child 4					

It is agreed that for each sibling enrolled and admitted to the School after the Child or Children referred to in this Annexure A1, a new annexure will be completed and signed by the Parties, with the same information for each such sibling. These will be Annexures A1, A2 and so on sequentially, and will be deemed to be annexures to the Contract, with all the provisions of the Contract applying to the sibling as a Child in terms of the Contract.

ANNEXURE B: DETAILS OF PARENT / GUARDIAN

	First person responsible for payment of fees	Second person responsible for payment of fees
Title and Surname		
First Name		
Home Address		
Postal Address		
Email Address		
Name of Account Holder		
Name of Bank		
Name of Branch		
Branch Number		
Account Number		
Signature		
Date		