PARENT CONTRACT

between

CHRISTIAN BROTHERS' COLLEGE MOUNT EDMUND

(hereinafter referred to as "the College")

and

_____(Father of the child)

_____(ID Number)

_____Residential address

_____

and

_____(Mother of the child)

_____(ID Number)

_____Residential address

_____

or

_____(Guardian of the child)

_____ (ID Number)

_____Residential address

_____

(jointly and severally)

Of

_____(child's name in full)

_____(child's name in full)

_____(child's name in full)

_____(child's name in full)

_____(child's name in full)

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear on the face hereof, declare that he/she/they are the parent/s or legal guardian/s of the Child/Children, whose details appear on the face hereof. 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 College.

IMPORTANT NOTICE:

By signing or initialing 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 College, 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 College or a third party; and/or**
2. **may create risk or liability for you; and/or**
3. **may require you to indemnify the College 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 College 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 you in advance, as far as reasonably possible, 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, as determined by the College from time to time. Additional Fees may include, but will not be limited to, the cost of outings, clubs/societies, subscriptions, bus journeys to and from the College, damages to property, and stationery and book costs;

1.2. **"Child"** means the child or children (of any age) admitted by the College to be educated, whose details appear on the face hereof;

1.3. **"Contract"** means this document, including all its annexures as well as any Policies;

1.4. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;

1.5. **"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at the College;

1.6. **"Fee"** means any amounts owing to the College for a Child's enrolment, education and related activities at the College. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –

1.6.1. Non-refundable Enrolment Fee;
1.6.2. Tuition Fees;
1.6.3 Annual Levies; and
1.6.4 Additional Fees

1.7. **"College Principal"** means the person appointed by the Board of Governors of the College to be responsible for the day-to-day management of the College, including anyone to whom such duties have been delegated;

1.8. **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear on the face hereof;

1.9. **"Parties"** means the Parent/s and the College;

1.10. **"Policies"** means the rules and principles adopted by the College, as published by the College from time to time, which are used to regulate the day-to-day running of the College. These Policies include (but are not limited to) the College Rules; Schedule of Fees; Debtors' Policy; the Code of Conduct and the College's Cautionary and Grievance Procedures for Parents and are available on request, or on the College's website;

1.11. **"College"** or **"we"** means Christian Brothers' College Mount Edmund;

1.12. **"Tuition Fees"** means the money payable by the Parent/s to the College in connection with a Child's education, excluding any Enrolment Fee, Annual Levies or Additional Fees;

1.13. **"College Rules"** means the rules of the College, a copy of which is provided to each Child on entry, 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 College;

1.14. **"Magistrate's Court Act"** means the Magistrates' Courts Act No 32 of 1944;

1.15. **"Term"** means a division of the academic year and is the time during which the College holds classes, as notified to Parents from time to time.

1.16. **"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 COLLEGE**

2.1. The admission and enrolment of learners to the College is at the discretion of the College Principal who may refuse a learner's admission to the College without giving reasons therefore and may grant temporary or provisional enrolment to the College subject to such further terms and conditions which the College Principal may impose. The College Principal 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 College and also regulates the relationship between the College, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the College. **Subject to clause 2.1, nothing in this Agreement should be interpreted as a representation or warranty made by the College that your Child will be admitted to and enrolled with the College.**

2.3. While your Child remains a learner of the College, we undertake to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during College hours and at other times when your Child is permitted to be on College premises or is participating in activities organised by the College.

2.4. We shall monitor your Child's progress at the College 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 College at your expense.

2.5. **The parties take cognisance of the limitations of the College'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 College Principal, the College cannot, or can no longer, provide adequately for your Child's special educational needs, the College may not offer enrolment with the College or may cancel this contract in terms of clause 9.3.**

3. **DISCLAIMERS**

3.1. **You acknowledge that the College does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including College clothing, sporting equipment, books, or any other personal possessions) brought on to the College premises by your Child**, unless the College or its staff are in physical possession of that property and damage occurs to that property either because –

3.1.1. the College or its staff treated the property as their own; or

3.1.2. the College 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 College, 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 College activities and programmes outside the College. Subject to the College taking reasonable care to avoid harm and save for any gross negligence on the part of the College, its employees or agents, the College is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the College against any claims in that regard.**

4. **PARENT'S GENERAL OBLIGATIONS**

4.1. You will inform the College 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 College informed of matters which affect your Child; maintain a courteous and constructive relationship with College staff; and attend meetings and otherwise keep in touch with the College where your Child's interests require you to do so.

4.3. The College Principal 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 College Principal so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the College or the well-being of the College staff or to bring the College into disrepute.

4.4. The College Principal may, at his/her discretion, require you to remove or may suspend or expel your Child from the College, if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside College) is seriously unsatisfactory and in the reasonable opinion of the College Principal the Child's removal is in the College's best interests or those of your Child, other children or the wider College 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 College will not be required to give you a full term's written notice under these circumstances. Should the College Principal exercise this right, any deposit will be forfeited. However, any prepaid fees will be refunded to you.

4.5. The College rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not an exhaustive list and a child may be expelled or suspended for offences which are not specifically

included in these examples. In particular, the College Principal 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.

4.6. The parties take cognisance of the fact that children at the College are expected to participate in all aspects of College life, including religious worship and instruction. In this regard, you acknowledge that CBC Mount Edmund is a Catholic College, and all pupils are required to respect and adhere to this ethos. This includes active participation in Assemblies, Chapel and religious instruction.

5. **POLICIES OF THE COLLEGE**

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

5.2. You undertake to comply with all the rules and regulations of the College 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 College or not, after the notified finishing times of any College activity/event/function and that you will ensure that your Child obeys all College rules and policies where they apply to the Child.

6. **ACCEPTANCE, NON-REFUNDABLE ENROLMENT AND DEPOSITS**

6.1. An offer of a place for a Child at the College is accepted by you signing this contract and paying the non-refundable enrolment fee.

6.2. The non-refundable enrolment fee will form part of the general funds of the College.

6.3. The enrolment fee will be waivered if your child was enrolled in the previous academic year.

6.4. A non-refundable deposit, as determined by the College, is payable at the College on enrolment of the child to secure a place at the College. The deposit will be credited to the parent's account and deducted from the fees for the following academic year. In the event of the child not taking his/her place in the College, the deposit will be forfeited.

7. PAYMENT OF FEES

7.1. You have absolute responsibility for the payment of any Fees applicable to your Child attending the College. You also acknowledge that College Fees are payable in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the College will on request provide a written explanation.

7.2. At all times the College's standard tuition fees for any specific year will be applicable. Any deviation (including but not limited to deviation as a result of discounts or scholarships granted) from the standard tuition fees payable will be required to be authorised in writing directly by the College Principal failing which any deviation shall have no force or effect.

7.3. You and/or the Third Party accept the Additional Goods/Services. The College 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 acknowledge 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

7.4. You and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services which are required by the College to provide your Child adequately with the educational services in terms of this Agreement. Any such Additional Amounts will be added to the College account, which will be payable with the next payment of tuition fees due to the College or the start of the new month (whichever is applicable). The College will not accept any upfront cash payments for the payment of the Additional Amounts.

7.5. You confirm that a certificate signed by the bursar, business manager or College Principal showing the amount owing by you or the Third Party to the College shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the College'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.

7.6. 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 College of any amounts which are owing and may at any time become owing to the College by the Third Party.

7.7. 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 College will constitute a waiver of its rights under this contract or otherwise.

7.8. You are entitled to elect (at enrolment and prior to the beginning of each College year) whether to pay College fees annually 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 College fees.

7.9. You agree that fees paid in advance will be deposited by the College and held in accordance with the Consumer Protection Act, but that the College will be entitled to treat the interest generated from such funds as income.

7.10. The College fees will be reviewed from time to time and may be increased by an amount which the College 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 College fees increase to an amount which you no longer wish to pay, provided that you give the College written notice of that intention within 7 (seven) working days of the College'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 College expressly and in writing to the contrary, your consent is given for the College 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 staff or responsible persons engaged or authorised by the College for College-related purposes to the extent required for the purpose of managing relationships between the College, 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 the name of your Child in College publications, on the College's website or in press releases to celebrate the College'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 College 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 College or educational institution to which you propose to send your Child of any outstanding fees.

8.2. The College may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the College that it may do so. Should this be the case, the College 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 College'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 College a full term's notice, in writing, of this intention before the withdrawal of the Child from the College. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the College 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 College 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 College and the College 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 College by you.

9.4. This is without prejudice to the College's other remedies: the College 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 College 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 College;

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 College 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 College and in the opinion of the College Principal, your or your Child's behaviour negatively affects your Child's or other children's progress at the College, the well- being of College staff, or brings the College into disrepute.

10. GENERAL

10.1. You choose the residential address set out in this contract 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 College to you.

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

10.3. You undertake to advise the College in writing of any changes to the details included in this contract.

11. JURISDICTION AND GOVERNING LAW

11.1. The contract between you and the College is governed by South African law. **You agree that the College, 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 College in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act.**

11.2. You agree the College will be entitled to recoup legal costs incurred and shall be calculated on the attorney and client scale. You further agree that a statement as issued by the College's Accounts Department will determine the value of the liquidated debt.

11.3. Should the College utilize, at its discretion, a debt collection agency rather than attorneys for the recovery of any monies owing by you, you agree that such costs will be for your account. Such costs are 28.5% of the monies collected by the agency.

12. 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 College. The College will give you at least a term's notice of any such modifications.

13. 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 College that you digitally sign and accept this contract in the space provided. The College's Board of Governors may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.

Acceptance of Offer and Parental/Guardian Declaration

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

NB A copy of the front page of both the Father and the Mother's identity documents must accompany this contract

SIGNED at _____ on _____ 20

PARENT/GUARDIAN: PRINT NAME _____ SIGNATURE _____

SIGNED at _____ on _____ 20

PARENT/GUARDIAN: PRINT NAME _____ SIGNATURE _____

ACCEPTED by the College at _____ on _____ 20

_____

COLLEGE PRINCIPAL