



Southcity Christian College NPC (Registration No.2004/012009/08) t/a
SOUTHCITY CHRISTIAN SCHOOLS
GENERAL

OBLIGATIONS OF PARTIES TO THE APPLICATION FORM

1. THE SCHOOLS:

- 1.1 The admission and enrolment of pupils to the Schools is at the sole discretion of the Schools who may not grant the Pupil admission to the Schools and may grant temporary or provisional enrolment to the Schools subject to such further terms and conditions which the Schools may impose. The Schools may, after following due process, cancel enrolment in accordance with the directions outlined below.
- 1.2 For the sake of clarity, the Enrolment/Admission Contract regulates the enrolment and admission of the Pupil to the Schools and also regulates the relationship between the Schools, the Pupil, and the Parents once the Pupil is admitted and enrolled in the Schools. Subject to clause 1.1, nothing in this Contract should be interpreted as a representation or warranty made by the Schools that the Pupil will be admitted to and enrolled in the Schools.
- 1.3 While the pupil remains a pupil of the Schools, the Schools 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 Pupil is permitted to be on Schools' premises or is participating in activities organised by the Schools.
- 1.4 Two afternoons of sport are compulsory for all pupils from Gr 1 to Gr 12. Pupils will only be excused due to illness or injury with a written letter from the parent or a doctor's note.
- 1.4.1 The parent/s consent to their child taking part in supervised Schools' activities as described in 1.4. These activities may include contact sports and sports or activities with some risk of physical injury;
- 1.4.2 The parent/s consent to their child travelling to supervised Schools' activities that take place outside of Schools' premises.
- 1.5 The Schools will take reasonable care to avoid loss, damage, injury or death to the Pupil. The Schools will not be responsible for any loss, damage, harm, injury or death that results from the Pupil taking part in any Schools activities.
- 1.6 The Schools shall monitor the Pupil's progress at the Schools and produce regular reports. The Schools will advise the Parents if the School has any concern about the Pupil's progress, but the School does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged by the Parents. The School may make recommendations for these assessments carried out at the Parents' expense.

- 1.7 The Parties take cognisance of the limitations of the Schools' physical environment, facilities and resources which limit its ability to provide high quality education to Pupils 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).
- 1.8 To the extent that, in the reasonable opinion of the Schools, in their capacity as professionals and experts in education and after following due process, the Schools cannot, or can no longer, provide adequately for the Pupil's special educational needs, the Schools may not offer enrolment with the Schools or may cancel this Contract in terms of clause 1.7.

2. THE PARENT/S:

ACKNOWLEDGEMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOLS

- 2.1 The Parents acknowledge and accept that the Schools are acting as experts in education, and that the Schools have developed their own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Pupil in the School/s, the Parents bind and commit themselves and the Pupil to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the Schools, as articulated in the Schools' prospectus, mission statement, policy documents, rules and/or codes of conduct.
- 2.2 If at any time the Parents are of the view that the values, educational methods, mission, ethos and objectives of the Schools are incompatible with those of the Parents or the Pupil, the Parents undertake to withdraw the Pupil from the School/s subject to the terms and conditions of this Contract and the best interests of the Pupil.
- 2.3 The Parents undertake that they will, and procure that the Pupil will, respectfully adhere to and/or participate in all School activities that may include any and all religious practices established by the Schools as a means of giving expression to its values, ethos and mission. If the Parents and/or the Pupil conduct themselves in a manner inconsistent with, or that fails to uphold, such values, ethos and mission, the Schools 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.
- 2.5 The Parents will inform the School in writing, prior to admission and enrolment, of any special educational needs of the Pupil known to them, of the kind referred to in clause 1.7 and 1.8.

- 2.6 In order to fulfil the Schools' obligations, the Schools need 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 Pupil in his or her studies, and give appropriate support at home, keep the Schools informed of matters which affect the Pupil, maintain a courteous and constructive relationship with Schools staff, and attend meetings and otherwise keep in touch with the Schools where the Pupil's interests require the Parents to do so.
- 2.7 The Heads of the Schools may, if it is justifiable to do so and after following due process, require the Parents to remove or may suspend or expel the Pupil if the Parents' behaviour is in the reasonable opinion of the Head of the School so unreasonable as to affect or likely affect the progress of the Pupil or another pupil (or other pupils) at the Schools or the well-being of the School staff or to bring the Schools into disrepute. In this case, the parents will be asked to remove the Pupil at a specified date that may be shorter than a full term.
- 2.8 The Heads of Schools may, if it is justifiable to do so, require the Parents to remove or may suspend or expel the Pupil from the Schools, if he/she considers that the Pupil's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Head of the School the Pupil's removal is in the School's best interests or those of the Pupil, other pupils or the wider School community. In this case, the Parents will be asked to remove the Pupil at a specified date that may be shorter than a full Term.
- 2.9 When the Head of Schools contemplates the possibility of removal or expulsion of a Pupil under clauses 2.7 or 2.8, it should follow a fair process (which may include a hearing) to solicit representations regarding the Pupil's best interests and right to a basic education.
- 2.10 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 Pupil may be expelled or suspended for offences which are not included in these examples. In particular, the Head of the School may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Pupil, or the circumstances of the case otherwise justify such action.

3. POLICIES OF THE SCHOOLS

- 3.1 The Parents acknowledge and declare that they have read and understood the Policies and agree to abide by the provisions of the Policies. The Parents undertake to comply with all the rules and regulations of the Schools and acknowledge that it is the Parents' responsibility to make themselves familiar with the policies.
- 3.2 The Parents acknowledge that they are responsible for the Pupil, whether on the property of the Schools or not, after the notified finishing times of any Schools activity/event/function and that they will ensure that the Pupil obeys all Schools rules and policies where they apply to the Pupil.

4. TERMINATION AND NOTICE REQUIREMENTS

4.1 For the avoidance of doubt, this Contract will terminate when the Pupil completes the Schools' curriculum and any exit examination the Schools offers at the end of the Pupil's Schooling, unless otherwise terminated on the terms of this Contract. This Contract, therefore, has an indefinite term.

4.2 The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the Schools a full term's notice, in writing, of this intention before the withdrawal of the Pupil from the School/s. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the Schools 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.

4.3 The School/s also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents notice, in writing, of its decision to terminate this Contract. The School will refund to the Parents the amount of any fees pre-paid less anything owing to the Schools by you, the parent/s.

4.4 The School/s 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 5 (five) business days of a notice from the School/s requiring the Parents to remedy the breach. The Schools 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.

5. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND PUPILS THAT IMPLICATES OR CONCERNS THE SCHOOLS

5.1 The Parents undertake that they shall not, and will procure that the Pupil shall not:

5.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the Schools:

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

5.1.1.2 are in breach of the School Policies, ethics, mission and values;

- 5.1.2 disclose the personal details of the School/s employees, other Parents and/or Learners;
- 5.1.3 disclose any confidential information relating to the Schools, including any details surrounding grievances;
- 5.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the Schools or any of its employees, other Parents or Pupils 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.

Failure to adhere to this clause 5 shall constitute a material breach of the Agreement.

6. GENERAL

- 6.1 The Parents choose the residential address set out in **the Fee Agreement** as their chosen legal address for the service of all notices and legal processes and their postal and email addresses for all other communications by the Schools to them.
- 6.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the Schools 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.
- 6.3 **The Parents undertake to advise the Schools in writing of any changes to the details included in the Admission Contract.**

NOTE:

"**Material Breach**" (No. 4.3, 5) means a breach that is material in the context of the overall arrangements between the Schools, the Parent and the Pupil 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 Pupil (as applicable):

- fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;
- fail to pay any fees by their due date;
- fail to fulfil any legal requirements necessary for the Pupil to attend Schools in South Africa;
- act in such a way that the Parent or the Pupil (as applicable) the School, the Parent's or the Pupil's behaviour negatively affects other pupil's progress at the Schools, the well-being of School staff, or brings the Schools into disrepute; or

The School/s determines, in its reasonable opinion, that any unjustifiable act or omission by the Parents or the Pupil has caused or could reasonably cause reputational harm to the Schools.

I/WE HAVE READ ALL THE ABOVE INFORMATION PERTAINING TO THE OBLIGATIONS OF THE SCHOOLS AND PARENT/S AND I/WE CONFIRM OUR UNDERSTANDING AND ACCEPT THE LEGAL CONSEQUENCES THEREOF. PLEASE SIGN BELOW.

PARENT 1 (FULL NAME & SURNAME)	PARENT 2 (FULL NAME AND SURNAME)
SIGNATURE:	SIGNATURE:

Pupil's name & grade:

Obligations of Schools and Parents
 November 2021
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“Excited about the Future”

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