



# SPRINGFIELD CONVENT SCHOOL

## PARENT CONTRACT

STUDENT NAME: \_\_\_\_\_ ENTRY GRADE AND YEAR: \_\_\_\_\_

## PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure "A", declare that he/she/they are the parent/s or legal guardian/s of the Child. 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 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 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 (of any age) admitted by the School to be educated, whose details appear in Annexure "B".

- 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. "Non-refundable placement fee" means an amount of money paid by the Parent/s to the School, upon acceptance.
- 1.7. "Building Levy" means the fee paid by the parent as an agreed, non-refundable contribution to the School's developmental costs, listed on the school account.
- 1.8. "Application Fee" means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at 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. Non-refundable Application Fee;
  - 1.9.2. Non-refundable Placement Fee;
  - 1.9.3. Building Levy;
  - 1.9.4. School Fees; and
  - 1.9.5. 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. "the NCA" means the National Credit Act 34 of 2005, as amended;
- 1.12. "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";
- 1.13. "Parties" means the Parent/s and the School;
- 1.14. "personal information" means personal information as defined in section 1 of the POPI Act;
- 1.15. "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 Parent Charter and are available on request free of charge, or on the School's website;

- 1.16. "the POPI Act" means the Protection of Personal Information Act 4 of 2013;
- 1.17. "School" or "we" means Springfield Convent School;
- 1.18. "School Fees" means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Application Fee, Non-refundable Placement Fee or Additional Fees;
- 1.19. "School Rules" means the rules of the School, as contained in its Code of Conduct or any other relevant policy documents, copies of which are provided to each Child and Parent 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 School;
- 1.20. "Magistrates' Court Act" means the Magistrates' Courts Act No 32 of 1944;
- 1.21. "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.
- 1.22. "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 specific conditions: 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, behavioral 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 cancel this contract in terms of clause 9.3.
- 2.6. This Contract comes into effect on the date that it is accepted by you, or the date on which your Child is enrolled at the School, whichever occurs first. It will remain in effect until such time as your Child is no longer enrolled at the School, subject to the terms and conditions set out herein. This Contract is not entered into for a fixed period and accordingly does not constitute an agreement contemplated in section 14 of the Consumer Protection Act or any regulation relating to fixed term agreements made in terms of the said Act.

### **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 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.

- 3.3. While reasonable care is taken by the School to implement health and safety measures in line with applicable laws and regulations, you agree and acknowledge that your Child's presence at the School may potentially expose them to infectious diseases, including, but not limited to, Covid-19. You agree that, subject to its implementation of reasonable health and safety measures as required by law, the School will not be liable to you or any person, should your Child contract an infectious disease while attending the School and you hereby indemnify and hold the School harmless against any claim of any nature relating thereto.

#### **4. PARENTS' 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 or that of your employees or agents is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your Child or of another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute. The Head may exercise this discretion provided that it is in the Head's reasonable opinion in the best interests of your Child and / or any other child (or children) at the School to do so and after compliance with the following procedure:
- 4.3.1. a written warning that your behaviour constitutes behaviour contemplated in clause 4.3 and that you are to desist from engaging in such behaviour will first be given to you;
- 4.3.2. should your behaviour persist, or you engage in similar behaviour in the future, you will be required to attend a meeting with the Head and / or the relevant head of department to discuss your behaviour and the effect thereof on the best interests of your Child and the other children at the School. You will not be entitled to legal representation at such meeting and must appear in person;

- 4.3.3. should you fail to attend a meeting contemplated in clause 4.3.2, or persist in the type of behaviour contemplated in clause 4.3 after attending such meeting, your conduct will constitute a material breach of this Agreement for purposes of clause 9.4 below and the Head may take any action contemplated in clause 4.3 and / or clause 9.3, provided that, should the Head determine that this Agreement be terminated as a result of such breach, you will be provided an opportunity to submit representations to the Head as to how such termination may affect the interests of your Child, which representations will be considered before a final decision is made. Should you dispute any such action that has been taken, you are entitled to avail yourself of the dispute resolution provisions of clause 10.
- 4.4. The Head may, at his/her discretion, and after compliance with the School's relevant disciplinary procedures, rules and policies (where applicable), 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, if it may be reasonably expected to impact on the School, is associated with the school in any way or brings the school's good name into disrepute) is seriously unsatisfactory and in the reasonable opinion of the Head the Child's removal is in the best interests of your Child, other children at the School 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.
- 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, after compliance with the School's disciplinary rules, procedures and policies.

## **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.
- 5.4. You acknowledge that Springfield Convent School has policies in accordance with the requirements for a Catholic Independent School in the Archdiocese of Cape Town. You acknowledge that these policies are available for perusal in the office of the secretary of the School and at all times agree to abide by and comply with such policies.

## **6. ACCEPTANCE AND NON-REFUNDABLE PLACEMENT FEE**

- 6.1. An offer of a place for a Child at the School is accepted by you signing this contract and paying the non-refundable placement 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 placement fee.
- 6.3. If your Child does take up a place with the School the non-refundable placement fee will form part of the general funds of the School. The School will be entitled to treat the interest generated from such placement fee as income.

## **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 may result in legal action. 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 stationary, 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 Amounts 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 Financial 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. You hereby waive the benefits of division (a claim that you should only pay a portion of the debt) and excussion (a claim that we have to recover the debt from the Third Party first).
- 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 agree that fees paid in advance will be deposited by the School and held in accordance with the NCA and / or the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.
- 7.9. 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. The School has adopted a comprehensive policy framework relating to the processing and protection of personal information by the School, which is binding on the School, its staff, parents and pupils. By entering into this Contract, you agree that you and your Child are bound by and will comply with the provisions of the said policy framework, which may be accessed on the School's website. You hereby expressly consent to the processing of your own and your Child's personal information to the extent permitted in terms of the policy framework.
- 8.2. Without limiting the foregoing, and in addition to the general provisions of the policy above-mentioned framework, 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:
- 8.2.1. 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;
- 8.2.2. collect, store and process personal information, including, but not limited to 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;
- 8.2.3. 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;
- 8.2.4. 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

8.2.5. Inform any other school or educational institution to which you propose to send your Child of any outstanding fees.

## **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. This is without prejudice to the School's other remedies: the School may cancel this contract immediately and has no obligation to return any non-refundable placement fee 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.
- 9.4. For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) –
- 9.4.1. fail to uphold the Policies and/or Rules of the School;
  - 9.4.2. fail to pay any Fees when due;
  - 9.4.3. commit an action contemplated in clause 4.3, after compliance with the procedures set out in such clause;
  - 9.4.4. 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

9.4.5. 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.

9.5. For the avoidance of doubt, the termination of this Agreement, for whatever reason, will mean that your Child will no longer be enrolled with the School from the date of termination and will consequently not be entitled to attend the School after such date.

## **10. ALTERNATIVE DISPUTE RESOLUTION**

10.1. Any dispute concerning or arising out of this Contract that does not relate to payment of fees must be resolved in terms of this clause (10). 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 of such party to negotiate and resolve with the other or others within fifteen days.

10.2. If negotiation fails within the period stipulated in clause 10.1, the parties may then within ten days of such failure refer the dispute for resolution by mediation by an accredited mediator of at least 5 (Five) years' relevant experience.

10.3. If mediation fails, or the parties fail to refer the matter to mediation within the period stipulated on clause 10.2, any party may then within ten days of such failure refer the dispute for resolution by arbitration 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 Cape Town under the then current rules for expedited arbitration of AFSA or its successor body. Such arbitration will be final and binding on the parties thereto.

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 "A" 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.
- 11.4. This document and its annexures constitutes the entire agreement between the parties and no variation, alteration or cancellation hereof shall be of any force or effect unless in writing. This agreement supersedes all previous agreements, whether oral or in writing, between the parties as to the subject matter hereof and no representations, warranties or other undertakings shall be binding or enforceable between the parties unless recorded in this agreement.
- 11.5. You may accept this Contract by electronic means and will be in full force and effect if so accepted, notwithstanding the fact that your signature may not appear on the document itself.

## **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.

## **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 amendments, which will be binding on you and which you are deemed to accept by virtue of your Child's enrolment at the School. Should you object to any such amendments, you will be entitled to cancel this agreement as contemplated in clause 9.2.

## **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 of these 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's Board of Governors will 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 1 SIGNATURE

Name: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20

\_\_\_\_\_  
PARENT / GUARDIAN 2 SIGNATURE

Name: \_\_\_\_\_

ACCEPTED by the School at \_\_\_\_\_ on \_\_\_\_\_ 20

\_\_\_\_\_  
HEAD OF SCHOOL / PRINCIPAL

**ANNEXURE A: DETAILS OF PARENT / GUARDIAN**

	PARENT / GUARDIAN 1				PARENT / GUARDIAN 2			
Title and Surname								
First Name								
Identity Number								
Home Address								
Postal Address								
Email Address								
Contact Number								
Relationship to Child								
Responsible for Fees	YES		NO		YES		NO	
Signature								
Date								

**ANNEXURE B : DETAILS OF THE CHILD TO BE ENROLLED**

First Name (s)	
Surname	
Entry Grade	
Age	
Identity Number	