



KERSTEN COLLEGE

GDE Reg. number 400416

Phone 011 4723531

E-mail director@kerstencollege.co.za

CONTRACT OF ENROLMENT

Please read through our standard contract carefully. The rules protect all parties concerned. We would be glad to discuss any points you do not understand.

CONTRACT OF ENROLMENT

Made and entered into by and between:

KERSTEN COLLEGE (Hereinafter referred to as “**THE SCHOOL**”)

And

Name: Mother/Guardian

Name: Father/Guardian

1. Schedules or annexures to this Agreement shall be deemed to be incorporated in and form part of this Agreement;
2. In this Agreement, unless the contrary appears from the context, the following expressions shall bear the meanings assigned to them below:-
 - 2.1. “**Agreement**” shall mean the Agreement as set out in this document, and also includes the **Kersten College Enrolment Form**, and the **Kersten College Fees Contract**, signed separately from this document.
 - 2.2. **KERSTEN COLLEGE**”, “primary” and “the school” shall mean the unit serving the interests of children from Grade R to Grade 7 inclusively;
 - 2.3. “**parent**” shall mean the biological parent/s and/or legal guardian of the child, who are **jointly and severally liable** for all financial implications arising through this contract and enrolment.
3. Kersten College will open at 06h45 to receive learners, however, school will start promptly at 07h45, and the absolute closing time of Kersten College is 18h00 (for After Care children only). Morning day scholars need to be collected within half an hour after their school day ends. School day ends for Grades R – 2 at 1.15PM Mondays to Thursdays, at 2.00PM for Grades 3 – 7, Mondays to Thursdays, and for the whole school at 1.00PM on Fridays.
4. Kersten College shall close for public holidays and school holidays as outlined in our Calendar. The Annual Fee is payable irrespective of holidays, sickness, and/or closing. See our calendar for school holidays and terms.

5. Notwithstanding paragraph 4 above, Kersten College reserves the right to close the school at times of civil unrest and/or strike action, and/or should the school feel it necessary to do so, without notice or refund.

6. In consideration for Kersten College's undertaking contained herein, the school and Parents agree to act in good faith in all matters howsoever relating to the school. Kersten College reserves the right to suspend the child from all future activities at Kersten College pending the settlement of any outstanding account. In Kersten College's sole discretion, and without notice. In the event of; disregard by the parent for the general rules; improper conduct on behalf of either parent, or the child; disregard of the rules pertaining to fees, or other school policies; a disregard for our closing times, Kersten College reserves the right to terminate this contract with immediate effect, and recover fees in lieu of notice consistent with paragraphs 8 and 9 below, and/or; without notice or refund, and at Kersten College's sole discretion, to suspend the child from Kersten College altogether until such time as the school deems it appropriate for the child to return to school.

7. School fees and levies shall be subject to an annual increase solely at Kersten College's discretion, which increase shall generally be affected in January of each and every year. Should fees change during a year one Calendar Term's notice shall be given by Kersten College through a letter, which shall be sent out by email, unless a parent has no e-mail address in which case a letter will be sent home with the learner.

8. The parent may terminate the child's enrolment at Kersten College on giving **one full calendar term's notice** to that effect **in writing** and securing a **written acknowledgement from Kersten College**. The school calendar shall be made available upon request and may change within each year. The parent shall continue to be liable for the full fees due to Kersten College until the conclusion of the notice period. **Said notice must be congruent with the school terms.**

9. If a parent removes, or gives cause to remove a child from Kersten College without having given the required notice to that effect, that parent shall immediately be liable for the full amount of the current term's fees, as well as the balance of the following term's fees. Registration and/or Re-registration fees are not refundable.

10. Should Kersten College, at its sole discretion, deem it necessary to institute legal proceedings and/or engage the services of any 3rd party or parties against any parent for the recovery of any fees owing to it, that parent shall be liable for all costs incurred by Kersten College on the attorney, and/or the full collection fee set by the third party in the case of that third party not being an attorney, as well as a R2 000.00 administration fee (to cover the cost of phone calls and correspondence, meetings, faxes, and the cost of losing focus on our core business, etc.) which shall become immediately due and payable to Kersten College.

11. The parent specifically acknowledges that neither Kersten College nor any of its members, employees, servants or agents shall in any manner whatsoever be responsible for any loss or injury howsoever sustained by the child and/or parent, arising from any cause whatsoever, including negligence of Kersten College or any of its employees, agents, invitees or servants.

12 Kersten College reserves the right to decide whether a child may or may not attend school for health reasons. According to current health regulations, a sick child may not remain at Kersten College and has to be isolated at home or at another suitable venue. Kersten College must be notified of any cases of infectious diseases immediately. No Child may attend Kersten College suffering from a temperature, a bad cough, vomiting, infection, worms, ringworm, diarrhoea, head lice or any other complaint. In the case of a child returning to Kersten College after an infectious illness, a medical certificate clearing the child of the illness shall be required.

13. Medication and nebulizers may not be sent with the child to be administered by the staff of Kersten College to that child. Under no circumstances may medications be put into children's bags.

14. Every child's bag, clothing, including but not limited to under clothing, socks, shoes and equipment, must be clearly marked. Kersten College shall not be responsible for the loss or damage of any items. Bags are to be clearly labelled with your child's name on the outside.

15. Parents are to ensure that their children are neatly dressed, in school uniform at all times. Children are encouraged to be independent and are required to manage their own belongings. Each child shall, on a daily basis, bring a school bag, to hold required books and stationery items.

16. No child shall be allowed to bring any sweets, bubble gum, cellphones or toys with them onto the premises of Kersten College. Any such item brought by any child onto the premises of Kersten College shall be removed from the child by the staff of the school and only returned to the child at the end of the day when the child is collected. Neither Kersten College nor any of its employees, agents, invitees or servants shall be responsible for the loss of or damage to any such item.

17. **NB!** Parents are to ensure that all gates and doors are closed behind them on entering and exiting the premises of Kersten College. Parents may not disrupt lessons and classes. Any minor enquiries/queries by parents should, in the first instance be addressed with the Educator of the child, in written form in the child's homework or communications book, and if not resolved, an appointment may be made with the educator, the Academic Principal or Director, but any enquiry a parent feels is major, needs to be addressed with the Academic Principal or Director, who will ensure the query/enquiry receives the appropriate response from the school and its staff.

18. On school days, no vehicles other than those of the school staff, may enter the premises and may not obstruct the driveway. Cars are to be parked outside the school, where there are a number of public parking spaces. Anyone who enters the premises of Kersten College, makes use of equipment, and facilities, do so at their own risk, and should any damage to Kersten College premises or equipment arise as a result of any use of said facilities, the sum of the repairs or replacement (determined solely by Kersten College management) shall immediately become due from the parent.

19. Save as otherwise provided for in this agreement, should any party commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days after receiving written notice from the other party aggrieved thereby requiring the defaulting party to remedy such breach, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to claim immediate specific performance of all the defaulting party's obligations, whether or not due for performance without prejudice to the aggrieved party's rights to claim damages.

20. This agreement including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement, shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

21. The parties choose as their address for the service and delivery of documents for all purposes under this Agreement, whether in respect of court proceedings, notices or other documents or communications of whatsoever nature, save as provided for in the paragraph relating to newsletters and rules, the following addresses:-

21.1. Kersten College, 125 Goldman Street, Florida, 1709

21.2. Physical AND Postal address of parent/s/Guardian/s

Physical _____

Postal _____

Or at such other address at which the parties concerned may notify the other/s in writing provided that no street address as mentioned in the sub-paragraph shall be changed to a post office box or a general delivery address.

22. Any notice given in terms of this Agreement shall be in writing and shall:-

22.1. If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

22.2. If posted by prepaid registered post, be deemed to have been received by the addressee on the 8th day following the date of such posting, unless the contrary is proved;

22.3. If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved;

22.4. If transmitted per email, be deemed to have been received same day should the email not be returned to the sender, undelivered.

22.5. notwithstanding anything to the contrary herein, all correspondence addressed to the school may only be deemed as received by the school upon receipt of written acknowledgement thereof from the school's management.

23. Kersten College may adjust the rules, providing 7 (seven) day's notice of effect of any and all such changes. The school may provide all such notices by way of general email communications. The onus is on each parent to ensure that they receive and read the newsletters which shall be distributed via email, with hard copies being made available upon request.

24. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof, save as herein provided for. No party shall be bound by any express or implied terms, representation, warranty, promise, or in the like not recorded herein, or not recorded in our policies.

25. No amendment or consensual cancellation of this Agreement or any provision or term hereof, including this paragraph, no settlement of disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless; it is communicated to the parent through the newsletters via e mail; or recorded in a separate written document and signed by both parties and such extension waiver or relaxation or suspension which is so-given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

26. No extension of time, waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

27. I/We hereby hold myself/ourselves liable as co principal debtors of Kersten College for the contracted period, and for any amount arising out of this agreement. .

28. I/We hereby consent to; being blacklisted with the various credit bureaus if for any reason there is a default in payment or part thereof, and; pay any charges related to credit vetting and blacklisting.

Thus done and signed at _____ by:

Full name: **mother/guardian** Signature: mother/guardian Date

Full name: **father/guardian** Signature: father/guardian Date

Full name: for **Kersten College** Signature: for Kersten College Date

Full name: **witness** Signature: witness Date