LEARNER ADMISSION CONTRACT

LEARNER ADMISSION CONTRACT ("LAC") between School Fund CPT (Pty) Ltd (Starlight OpCo) and 2 Oceans School Property Company (RF) (PTY) LTD and The Parents / Guardians indicated below (The "Parties)"

	Parent/guardian 1	**Parent/guardian 2**
Full names and surname		
Identity no		
Residential address		
Postal address and Code		
Cell number		
Occupation		

Being the Parents/guardian of the following Learner:

Full names and surname	
Identity no	
Grade	

IMPORTANT NOTICE TO PARENTS/GUARDIANS

This contract replaces previous version(s) of the LAC that was/were signed between the Parties. This Contract includes clauses that appear in bold text. These clauses may limit the risk or liability of the School Providers and/or others and/or create risk or liability for the Parents and/or require the Parents to indemnify the School Providers and/or others and/or serve as an acknowledgement by the Parents of a fact and/or place certain particular obligations on the Parents and/or the Learners. The Parents' attention is drawn to these clauses because they are particularly important and should be carefully read and noted.

The rights that Parents have under this Contract are in addition to and in no way affect the statutory rights and remedies the Parents have under consumer protection, protection of Personal information, (or any other) law. If this Contract is in conflict with consumer protection, protection of personal information, (or any other) law, the Parents statutory consumer protection, protection of personal information, (or any other statutory) rights prevail. Nothing in this Contract is intended to, or must be understood to unlawfully restrict, limit or avoid any rights or obligations created in favour of the Parents, the Learners or the School Providers in terms of the Consumer Protection Act, Protection of Personal Information Act (or any other law).

Various defined terms are used in this Contract. Where terms are used, the first letter(s) in the word(s) will be in a capital letter(s). In order to understand such defined terms, Parents must please refer to clause 1 below of this Contract where they will find the meanings of the defined terms.

1 **INTERPRETATION**

1.1 Unless it is clear from the relevant provision that a different meaning is intended, the following terms will have the meanings given to them below –

1.1.1 "**Admission Application Form**" means the standard admission application form in relation to the School provided to and completed and signed by the Parents;

1.1.2 "**Consumer Protection Act**" means the Consumer Protection Act No. 68 of 2008 and all its regulations, and as amended from time to time;

1.1.3 "**Contract**" means this document including and read together with the Admission Application Form;

1.1.4 "**Default Interest**" has the meaning specified in clause 3.16.1

1.1.5 "**Deposit**" means the deposit, if any, referred to in the Admission Application Form;

1.1.6 "**Education Provider**" means School Fund CPT (Pty) Ltd (Starlight OpCo), registration number 2023/093850/07 a limited liability private company duly incorporated in the Republic of South Africa;

1.1.7 "**Education Services**" means the education, extramural and related activities offered by the School from time-to-time and which are provided by the Education Provider to Learners admitted as learners at the School;

1.1.8 "**Facilities Provider**" means 2 Oceans School Property Company (RF) (PTY) LTD, registration number 2017/068276/07 a limited liability private company duly incorporated in the Republic of South Africa;

1.1.9 "**Fees**" means, as applicable, the registration fee, if any, referred to in the Admission Application Form, being a once-off fee payable by the Parents in respect of each new Learner and/or the annual admission fee, if any, being a fee payable by the Parents in respect of each existing Learner, which fees are payable in addition to any School Fees;

1.1.10 "**Learner**" means any child admitted as a learner at the School following application for such admission by the Parents in terms of an Admission Application Form;

1.1.11 "**Overdue Amount**" has the meaning specified in clause 3.16;

1.1.12 "**Parents**" means each of the persons who are shown in the Admission Application Form as the parents and/or guardians of each Learner referred to in such Admission Application Form and who sign this Contract as the "Parents" (in many instances both Parents and/or guardians will sign this Contract, but in the event that only one Parent or guardian signs this Contract, any reference to "Parents" shall instead be a reference to and be read as a "Parent" or a “guardian”);

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1.1.13 "**Parties**" means the parties to this Contract, being the Parents and the School Providers;

1.1.14 **"Protection of Personal Information Act"** means the Protection of Personal Information Act No 4 of 2103 and all its regulations, and as amended from time to time;

1.1.15 "**School**" means the school operating from the physical address referred to in the Admission Application Form under the name "Royal Schools Starlight Academy", or such different name given to the School from time to time;

1.1.16 "**School Facilities**" means all the facilities at the School which the Facilities Provider has agreed to make available so as to enable the Education Provider to provide the Education Services, including all buildings, school fields, furniture, furnishings and equipment;

1.1.17 "**School Fees**" means the annual amount payable or paid, as the case may be, by the Parents in return for the Education Services to be provided by the Education Provider and the School Facilities to be provided by the Facilities Provider, such School Fees –

1.1.17.1 being the amount in respect of each such Learner referred to in the Admission Application Form or such different amount from time to time determined in accordance with the provisions of this Contract (and the School Fees shall escalate annually, as notified by the School Providers to the Parents),

1.1.17.2 being shared between the Education Provider (for providing the Education Services) and the Facilities Provider (for providing the School Facilities) as they may determine,

but does not include any amounts and costs payable by Parents in relation to school uniforms and/or stationery purchased from the School or in respect of School trips and outings or such similar costs (which will be amounts in addition to the School Fees payable by the Parents on notification from the School, as provided for in clause 3);

1.1.18 "**School Providers**" means the Education Provider and the Facilities Provider;

1.1.19 "**Schools Act**" means the South African Schools Act, No. 84 of 1996, as amended;

1.1.20 "**School Head**" means the principal or, where applicable, the Executive Principal, School, or College Director of the School from time to time, he or she being the individual responsible for ensuring the provision by the Education Provider of the Education Services on a day-to-day basis, and includes, with reference to any particular Education Service any person to whom the School Head has delegated his or her functions in respect of such service;

1.1.21 "**School Hours**" means those times (of which Parents will be made aware from time to time) during which the Education Provider will make available the Education Services at the School;

1.1.22 "**School Premises**" means the grounds and property (including buildings) provided by the Facilities Provider and on or from which the Education Services will be provided to Learners, and in respect of which the access of the general public will be appropriately limited having due regard to the fact that a school will be operating on and from the School Premises;

1.1.23 "**School Rules**" means the school rules and codes of conduct adopted from time to time governing the conduct and behaviour of Parents and/or Learners in relation to the School and in relation to other Learners and Parents (including the disciplinary code in relation to Learners);

1.1.24 "**School Term**" means each term of the School as notified by the School to the Parents from time to time.

2 SCHOOL STRUCTURE

2.1 **The Parents acknowledge that they are aware that:**

2.1.1 **the School is made up of: the School Facilities, which are made available by the Facilities Provider; and the Education Services, which are made available by the Education Provider through its teaching staff and other employees;**

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2.1.2 **the School Fees payable by the Parents in terms of this Contract are made up of the Facility Fees (being due to the Facilities Provider in return for the Facilities Provider making available the School Facilities and the Education Fees (being due to the Education Provider in return for the Education Provider providing the Education Services); and**

2.1.3 **the School Providers have appointed a manager to run their respective affairs and businesses, including in relation to the School.**

2.2 The Parents agree that –

2.2.1 any rights which they have in respect of the provision of the Education Services in respect of each Learner are rights against the Education Provider only and not against the Facilities Provider;

2.2.2 any rights which they have in respect of the School Facilities being made available for the benefit of each Learner are rights against the Facilities Provider only and not against the Education Provider;

2.2.3 the Facilities Provider and the Education Provider will always be entitled to appoint a manager to run their respective affairs and businesses, including in relation to the School; and

2.2.4 if they have any queries, concerns and/or complaints relating to the School and/or each Learner's involvement in the School and/or any matter arising out of this Contract, such queries, concerns and/or complaints must be raised with the School Head. Contact details for the School Head will be available at the School office.

2.3 The Facilities Provider will reasonably maintain, service and repair the School Facilities from time to time, to the extent that such facilities require maintenance, servicing and repairing.

2.4 The Education Provider will provide the Parents with the bank account details of the bank account into which all payments must, from time to time, be made by the Parents in respect of amounts which they have to pay in terms of this Contract.

2.5 For so long as a Learner is admitted as a learner at the School, the Education Provider will provide the relevant Education Services to each Learner and in doing so will exercise at least that degree of skill and care as is generally exercised at schools which are similar to the School.

2.6 The obligation of the Education Provider, as referred to in clause 2.5 will apply during (a) School Hours, and (b) at all other times during which such Learner is required by the Education Provider to be on the School Premises, and (c) at all other times during which the Learner is involved in any organised School activities.

2.7 The Education Provider will monitor each Learner's progress and on a regular basis generate and, subject to clause 3.16.4, send to the Parents progress report cards, and where there is any concern about a Learner's progress, the Education Provider will arrange for a meeting with the Parents to discuss such concern and ways of dealing with the concern.

2.8 **Neither the School Head nor the Education Provider will have any obligation to diagnose any physical, mental or emotional condition that may cause any obstacle to, or difficulty in, or restriction on a Learner's ability as a learner. Should a diagnosis be required, the Education Provider will arrange for an appropriate assessment at the request and expense of the Parents. The Education Provider may terminate a Learner's registration if the Learner has special needs which the Education Provider cannot cater for (after being duly assessed – at the cost of the Parent) – if the school recognises a need for this kind of assessment.**

3 SCHOOL FEES AND PAYMENT

3.1 The School Fees are made up of two components, being the Education Fees component, to which the Education Provider is, and will be entitled for providing the Education Services and the Facility Fees component, to which the Facilities Provider is, and will be entitled for making the School Facilities available. On admission, Parents will become liable for the School Fees of a full year (which can be paid in monthly instalments). The School Fees will be due for the full year regardless of the date of admission of the Learner.

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3.2 At the commencement of this Contract, the School Fees for each Learner are as set out in the Admission Application Form and are payable by the date(s) and in the manner and at the place described in such Admission Application Form. School Fees shall escalate at least annually for the coming year as notified by the School Provider to Parents during the last School Term of the year or as notified at any other time by the School Provider to Parents as provided for in clause 3.5. Parents are responsible to verify the School Fees for each year and regardless of whether they receive the notice, will still be liable for the escalated School Fees.

3.3 If the Admission Application Form provides for alternative payment periods in respect of School Fees and the Parents have selected a particular period and thereafter wish to change to another payment period (as provided for in the Admission Application Form), they must apply through the School office to the School Providers for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given to the Parents by, or on behalf of the School Providers.

3.4 In the event that the School Fees are payable in instalments and the Parents fail to pay any instalment on the due date:

3.4.1 the balance of the instalments, as well as any other amounts owed to the Education Provider and/or to the Facilities Provider in terms of this Contract, will automatically become immediately due and payable without any need for a notice to be given by, or on behalf of the Education Provider and/or the Facilities Provider for this purpose; or

3.4.2 the School Providers may give them time to make such payment. The giving of such time is not to be regarded as a waiver (giving up) by the School Providers of their rights to insist that all amounts owing be paid immediately or regarded as an agreement that the payment dates for the remaining instalments have in any way been extended; and

3.4.3 the School Providers do not have any obligation to extend any payment date, but are entitled to do so at their discretion.

3.5 The School Providers have the right to change the amount of the School Fees and/or the payment obligations of the Parents in respect of the School Fees on written notice to the Parents. Such notice will provide a physical address and/or an email address to which the Parents may respond if the proposed change(s) are not acceptable to the Parents in respect of a Learner. The Parents' response must be delivered to the Schools Providers within 10 (ten) days of the date of the notice of such intended change(s). If the Parents do not deliver such notice within the 10 (ten) day period, it will be regarded that the Parents have accepted the proposed changes.

3.6 If the Parents have notified the School Providers in terms of clause 3.5 that they do not accept the proposed changes with respect to a Learner, such Learner's admission to the School will cease with effect from the last day of the School Term preceding the School Term in which such proposed changes are to be implemented. For example, if the proposed changes are to be implemented in the third School Term of a particular School year, the Learner will cease to be a Learner at the School at the end of the second School Term. For the sake of avoiding uncertainty, the Parents will remain liable for the payment of any School Fees or any other amounts owing by the Parents in terms of this Contract until the last date on which such Learner is admitted to the School.

3.7 The Parents will not be entitled to any reduction or refund in respect of School Fees for any period that a Learner is under suspension or absent from the School for any reason whatsoever..

3.8 The Learner will be provided with textbooks / study material for use for the year. The textbooks / study material remain the property of the School Providers and the Parents will be held liable for the cost of replacement of any textbooks / study material not returned or for textbooks / study material damaged.

3.9 The School Providers may from time to time notify the Parents of other fees which relate to specific activities or events which may be recurring or once off, by giving at least 5 (five) days advance notice to that effect to the Parents. The notice will stipulate exactly which activities or events the other fees requested relate to.

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3.10 **The Parents may elect, in their discretion, to pay such other fees in the manner and within the time period stipulated in the abovementioned notice. All such activities are part of the education of the learner and are therefore compulsory unless otherwise stated in the abovementioned notice. The Learner will only be permitted to participate in the relevant activity or event if such other fees have been paid timeously.**

3.11 **If the Admission Application Form provides for the payment of a Deposit by the Parents in respect of a Learner, the Parents hereby agree to pay such Deposit by the date(s) and in the manner and at the places described in such Admission Application Form.**

3.12 The School Providers will retain the Deposit, subject to the remaining provisions of this clause 3, in one or more separate bank accounts with a view to ensuring that such Deposit is not treated as their property as required by the provisions of Section 65(2)(a) of the Consumer Protection Act. The Parents acknowledge and agree that there is no obligation on the School Providers to retain the Deposit in bank accounts which will provide for interest to accrue on any credit balance in such accounts and that the Parents are not entitled to any such interest.

3.13 The Parents agree that each Deposit is to serve as security for any and all amounts owing by them from time-to-time to the School Providers in terms of this Contract and, hereby cede *in securitatem debiti* for value received all their rights and title in such Deposit to the School Providers which cession the School Providers hereby accept.

3.14 If a Learner ceases to be a learner at the School, then as soon as reasonably possible after the liabilities of the Parents under this Contract have been finally determined, the School Providers will refund the Deposit in respect of such Learner to the Parents after (a) any deductions made from the Deposit in terms of clause 3.16.3 have been made, and (b) after deducting all other amounts owing by the Parents in terms of this Contract, whether or not such amounts are yet due for payment.

3.15 **Where there is more than one Parent, the liabilities or obligations of the Parents under this Contract will be joint and several. This means that the School Providers will be entitled to look to all or either one of the Parents for the enforcement of its rights and that no Parent will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim.**

3.16 **The Parents understand and agree that their failure to timeously and fully pay any School Fees and/or any other amounts due by them in terms of this Contract (hereafter referred to as the "Overdue Amount") is a material breach by them of this Contract, and without prejudice to any other rights or remedies of the School Providers arising out of or as a result of such a breach by the Parents (whether in law or as may be provided for in this Contract or otherwise), the School Providers shall be entitled –**

3.16.1 **to charge interest ("Default Interest") at a rate equal to 1 (one) percentage point above the published prime overdraft rate of Nedbank Limited from time-to-time (or if a lower maximum rate is prescribed by law in respect of that amount, then at that lower maximum rate ("Lower Interest") on the Overdue Amount from its due date for payment until its date of actual payment; to charge a late payment penalty or unidentified payment penalty as determined by the School Provider from time to time; and/or**

3.16.2 **to institute legal steps or legal proceedings against the Parents to recover the Overdue Amount plus any Default Interest or Lower Interest and to recover from the Parents all the legal costs incurred by them, on an attorney and own client scale, including collection commission, to the maximum extent permitted by law, in taking any such legal steps or instituting any such legal proceedings; and/or**

3.16.3 **to use the Deposit for the purpose of settling the Overdue Amount plus any Default Interest or Lower Interest, provided that if the Deposit is insufficient to discharge the Overdue Amount in full, the full amount of the Deposit may then be utilised by the School Providers and the amount remaining of the Overdue Amount that could not be discharged by the Deposit will still be owing by the Parents; and/or**

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3.16.4 **unless provided differently by court order or legislation, to withhold any progress reports or cards, transfer cards or any other results relating to a Learner's performance in any respect until such time as the Overdue Amount plus any Default Interest or Lower Interest has been paid in full; and/or**

3.16.5 **unless provided differently by court order or legislation, to suspend such Learner's attendance at the School until such time as the Overdue Amount plus any Default Interest or Lower Interest has been paid in full; and/or**

3.16.6 **unless provided differently by court order or legislation (including the Schools Act), to terminate the admission of the Learner as a learner at the School by giving written notice to that effect to the Parents and such termination shall be effective from the end of the School Term in which such notice has been given, provided that if this Contract is so terminated, the Parents will after the conclusion of that School Term be provided with any progress reports or cards, transfer cards or any other results relating to a Learner's performance.**

4 CONDITIONS OF ADMISSION

4.1 **Even though an Admission Application Form has been completed and signed by the Parents, and signed by, or on behalf of the School Providers, and even though this Contract has been signed by the Parties, a Learner will not be allowed to attend the School at the beginning of a School Term or, unless provided differently by court order or legislation, at the beginning of any academic year until all amounts which are due for payment before the beginning of such School Term or, in the case of an academic year, all Overdue Amounts plus any Default Interest or Lower Interest which remains unpaid from the previous academic year by the Parents in terms of this Contract, including any Deposit (if applicable) and Fees have in fact been paid and such Learner (assisted by the Parents) has signed all forms which the Learner is required to sign (in accordance with the requirements of the Schools Act) in relation to the School Rules, bullying, drug and alcohol abuse and/or in relation to any matter prescribed by the Schools Act.**

4.2 Subject to the provisions of this Contract, the admission of the Learner to the School will continue for 1 (one) academic year, at which time the Learner's admission will automatically terminate. Learners must re-apply for admission on an annual basis. The Education Provider reserves the right not to readmit a Learner. Reasons why a Learner is not readmitted will be provided to the Parents.

4.3 School attendance by the Learner is compulsory in terms of the Schools Act. The School must therefore be provided with any information required in respect of casual or prolonged absence from the School by the Learner. The School must be notified by the Parents of any absence of the Learner from the School by no later than 9.00 a.m. on the first day of such absence, the reason for the absence and of the period that the Learner will be absent. Should the period of absence change or be prolonged, the Parents must notify the School immediately.

5 PERSONAL INFORMATION AND THE PROTECTION OF PERSONAL INFORMATION

5.1 The Parents hereby consent to the School Providers –

5.1.1 collecting, storing and processing information in relation to the Parents and the Learner including contact names, identity document numbers, residential addresses, name of employer, employer addresses, contact details and contact information, and to such information being made available to staff at the School and to responsible persons / parties engaged or authorised by the School, or as determined by law, for school or government related purposes;

5.1.2 **including photographs and the name of a Learner in any School publication or press release (including printed and/or electronic / social media) that celebrates the School's and the Learner's activities, achievements and success; and/or**

5.1.3 supplying information and a reference in respect of each Learner to any other educational institution which the Parents suggest the Learner may attend; and/or;

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5.1.4 informing any other school or educational institution (to which the Parents propose sending a Learner) of any outstanding amounts that remain payable by the Parents to the School Providers.

5.2 **Neither the School Providers nor any of their managers, representatives, staff members or other employees will be liable for any loss or damage that either Parent or any Learner suffers as a result of the School Providers furnishing any opinion or making any statement or disclosure of information in accordance with the provisions of this clause 5.**

5.3 The Education Provider undertakes to exercise reasonable care with a view to ensuring that (a) the provision of any information concerning a Learner is accurate, and (b) any opinion given regarding a Learner's ability, aptitude and character is fair.

5.4 Other than as contemplated in clauses 5.1 and 5.3 (or elsewhere in this Contract), the School Providers will not distribute or otherwise publish any personal information in its possession in respect of a Parent or Learner unless the written consent of such Parent to do so is given to them. This clause does not prohibit the School Providers or any person acting on their behalf to take any steps, including the institution of legal proceedings, for the enforcement of any of their rights in terms of this Contract nor from disclosing such information when required to do so by law.

6 **SUSPENSION OR TERMINATION OF ADMISSION**

6.1 The admission of the Learner as a learner at the School may be terminated in accordance with any one or more of the following sub-paragraphs, subject however, always to any relevant provisions of the Schools Act –

6.1.1 by the Parents giving at least a complete School Term's notice to that effect to the School Head (the notice must be given before the commencement of the last School Term during which the Learner is to attend the School);

6.1.2 a Learner may only be removed from the School and his/her admission to the School terminated earlier in the case of clause 6.1.1, if the Parents have paid all School Fees and other amounts owing in terms of this Contract;

6.1.3 by the School Providers giving at least a complete School Term's notice to that effect to the Parents (the notice must be given before the commencement of the last School Term during which the Learner is to attend the School);

6.1.4 if the School Head is reasonably of the opinion that the Education Services provided can no longer be provided adequately for any special educational needs of a Learner (if any), then the School Providers will be entitled to terminate the admission of such Learner at the School by giving at least 30 (thirty) days' notice to that effect to the Parents;

6.1.5 in the circumstances envisaged in clause 3.16.5;

6.1.6 if the Parents or either of them breaches this Contract in any other way (other than failing to pay any amount as referred to in clause 3.16.5, it being understood that such clause deals with such failure of not paying) and failure to remedy such breach within a period of thirty 30 (thirty) days after being given notice by, or on behalf of the School Providers requiring the breach to be remedied, the admission of such Learner at the School will terminate on the expiry of the notice period; and

6.1.7 **if the School Head is reasonably of the opinion that the conduct and behaviour of either Parent or of the Learner is of such an unreasonable nature that it is negatively affecting, or is likely to negatively affect the progress of a Learner or of other learners in attendance at the School, and/or the wellbeing of any member of the School staff, and/or the School's reputation and good name, the School will be entitled, pending the outcome of a disciplinary enquiry, to suspend a learner from the School, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner at the School by giving at least 14 (fourteen) days notice to that effect to the Parents (and the Learner may not return to the School Premises during his/her period of suspension, save that, if applicable, (i) the Learner may do so only to write exams falling within the period of suspension; and (ii) the Learner shall write such exams separately to their classmates; and (iii)**

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the Learner must leave the School Premises immediately after each exam). Should the Parent/Learner lodge an appeal against the disciplinary outcome, the Learner will not be allowed to attend classes during the period from suspension until the hearing and/or appeal hearing. The Learner may only be represented by the Learner's parent, legal guardian or a fellow Learner. Proof of the relationship to the Learner will be required.

6.2 The admission of each Learner at the School will terminate automatically on the death of a Learner.

6.3 Any termination of the admission of the Learner under clause 6.1 will not have the effect of reducing, or in any way doing away with any liability for the payment of any School Fees or any other amounts owing by the Parents in terms of this Contract in respect of any period before the end of such termination.

6.4 The right to terminate the admission of a Learner in terms of either clause 6.1.1 or 6.1.3 is a right which is not dependent on there being any good cause justifying such termination, it being agreed and understood that such termination may be effected by the required notice being given entirely within the discretion of the Parents (in the case of clause 6.1.1) and entirely within the discretion of School (in the case of clause 6.1.3).

7 ACKNOWLEDGEMENTS, WAIVERS AND DECLARATIONS BY THE PARENTS

7.1 The School Provider is reliant on fees to operate and provide quality education and the Education Provider is an independent school.

7.2 Admissions are for a year only – Learners are readmitted every year. The School Provider reserves the right not to readmit a Learner when such a Learner is not of the required age for the grade, as a result of disciplinary issues such as breach of the code of conduct, failure to comply with payment of School Fees, poor academic performance etc. A Learner cannot rely on automatic readmission for the following year. Should a learner not pay the readmission fee (if applicable) by the due date readmission cannot be guaranteed.

7.3 The Education Provider reserves the right to request references from previous schools in respect of Learners and/or Parents.

7.4 This Contract is only binding on the School Provider once it has been signed by all parties to it.

7.5 The School Provider can admit or refuse a Learner in its sole discretion as well as terminate his / her admission in accordance with its policies or this Contract.

7.6 **The Parents hereby –**

7.6.1 **confirm that the School Providers reserve the right to apply the consequences of its disciplinary policies, including the requirement for a learner to attend detention outside of normal school hours, suspension and/or expulsion, irrespective of whether the Learner commits a breach of its behavioural code on or outside of the School Premises;**

7.6.2 **confirm that if the School Head is of the reasonable opinion that the conduct and behaviour of either Parent, or of any Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of a Learner, or of other learners in attendance at the School, and/or the wellbeing of any member of the School staff and/or the School's reputation and good name, the School Head may in his or her discretion suspend any Learner's attendance at the School for such period as the School Head considers appropriate;**

7.6.3 **confirm that they have familiarised themselves with the nature and extent of the Education Services (which includes sport, cultural and social activities) organised and provided by the Education Provider, as well as the School Facilities that have been, and will be made available by the Facilities Provider for the use of learners, including each Learner, and that they are fully aware of the risks and dangers that each Learner may be exposed to as result of his or her participation in the Education Services and use of the School Facilities;**

7.6.4 **consent (except to the extent indicated otherwise in the Admission Application Form or to the extent that such consent is withdrawn in whole or in part by the Parents giving written**

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notice to that effect to the School) to each Learner participating in all the Education Services (including sport, cultural and social activities), making use of all the School Facilities and being transported to and from any School activity that takes place off the School Premises;

7.6.5 agree, subject to clause 7.6.6 that they will not hold the School Providers nor any of their managers, representatives, staff members or other employees liable for any death, injury, loss, damage, costs and/or expenses that a Learner and/or the Parents or either of them may sustain or incur as a result of a Learner participating in any of the Education Services (including any sport, cultural and social activities) and/or using any of the School Facilities;

7.6.6 record that their undertaking in clause 7.6.5 not to hold a particular person liable applies only in respect of such person, if the person in question has acted reasonably and with the necessary care (and in deciding whether a person has acted reasonably and with the necessary care, due regard must be had to the functions and responsibilities which can reasonably be expected of such person in relation to the incident which causes the death, injury, loss, damage, costs or expenses in question);

7.6.7 undertake to indemnify and hold harmless the School Providers, any of their managers, representatives, staff members or other employees against any claims arising from or in respect of the theft, loss, damage or destruction of any personal property of whatever nature (including School uniforms, sporting equipment, books, or any other personal possessions) brought onto the School Premises by a Learner (save that this undertaking will not apply to any person in whose care and possession any of the personal property has been placed and the theft, loss, damage or destruction is as a result of such person having treated or used the personal property as its own or such person not having exercised the necessary degree of care, diligence and/or skill when handling, safeguarding or using the property, with due regard to the functions and responsibilities which can reasonably be expected of such person in relation to the handling, safeguarding and usage of the property);

7.6.8 accept that a Learner may require emergency medical care at a time that neither Parent is easily contactable and therefore delegate to the School Head and/or staff members of the School, the power to authorise any and all such medical treatment and take any and all such steps that he or she considers necessary to provide the Learner in question with the best medical care possible under the circumstances;

7.6.9 confirm that they have recorded in the Admission Application Form all relevant details of each Learner's medical conditions (if any), prescribed medication (if any) and/or special healthcare needs (if any) and promise to immediately notify the School Head of any changes in a Learner's health, medicine, wellbeing or special healthcare needs;

7.6.10 indemnify and agree to hold harmless the School Head, the School Providers and any of their managers, representatives, staff members or other employees from, and against any claim made by any person, including by, or on behalf of any Learner or either Parent, arising from, or in connection with, any physical and/or emotional and/or mental injury or harm or death as a result of any medical treatment or medication administered and/or any steps taken to arrange such medical treatment for a Learner;

7.6.11 acknowledge and accept responsibility for the payment of all medical and related costs for each Learner's medical treatment;

7.6.12 acknowledge that their on-going co-operation with the School Providers and good relationships amongst parents of the School and amongst the learners at the School is vital to the provision of a holistic and optimal educational experience for each Learner;

7.6.13 confirm and agree that they have read and understood the School Rules in existence as at the date of the admission to the School of each Learner, accept the content thereof as binding upon them and each Learner and undertake to abide by them and to properly familiarise

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PARENT/GUARDIAN SIGNATURE

themselves with all amendments to the School Rules from time-to-time (they also agree that if they do not understand any aspect of the School Rules, they will approach the School Head without unreasonable delay for the purpose of seeking clarity);

7.6.14 **confirms that if a parent and/or Learner does not adhere to the consequences of the disciplinary policies of the school, including the requirement for a learner to attend detention outside of normal school hours, the requirement for a parent to avail himself/herself for either a disciplinary discussion or a disciplinary hearing and the refusal to acknowledge, by signing a conditional admission and/or a final written warning given to the learner due to the outcome of a disciplinary discussion, or disciplinary hearing, the admission of the Learner at the school will be terminated as it is seen as an act of breaching this Contract.**

7.6.15 **confirm and agree that they are responsible for the behaviour and conduct of each Learner outside School Hours whether or not such Learner is on or off the School Premises at such time;**

7.6.16 **confirm and acknowledge that the School Providers (i) are hereby permitted and authorised to contact, request and obtain information at any time from any supplier, service or credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Parent and (ii) hereby give the School Providers permission to provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Parent to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a reference regarding the Parent's dealings with the School ; and**

7.6.17 **confirm and acknowledge that the School Head or his or her delegate may, in accordance with the provisions of the Schools Act, (i) at random, search the Learner, or the property of Learner, for any dangerous object or illegal drugs and (ii) at random administer a urine or other non- invasive test to the Learner that is on fair and reasonable grounds suspected of using illegal drugs.**

7.7 In addition to, and without relieving the Parents of any of their specific obligations under this Contract, the Parents undertake to –

7.7.1 encourage and ensure that each Learner obeys all School Rules at all relevant times to the extent that they are applicable;

7.7.2 uphold and conduct themselves in accordance with the School Rules;

7.7.3 fulfil their own obligations on time under this Contract;

7.7.4 encourage each Learner in his or her studies and to provide the Learner with appropriate assistance and support in completing his or her homework / assignments;

7.7.5 appropriately regulate and control all other matters at home that may have an influence or negative impact on each Learner's well-being and/or academic progress;

7.7.6 notify the School Head of (a) any changes to the contact details of the Parents, (b) any problem or circumstance that is expected to affect a Learner's participation in the Education Services and/or wellbeing, and/or (c) any matter that requires prioritisation with respect to the Learner's best interests;

7.7.7 maintain a courteous and constructive relationship with the School Head, all School staff and the parents of learners at the School, and to attend all parent meetings whenever reasonably possible to do so; and

7.7.8 communicate with the School Head on any issue that is in the opinion of the Parents of importance in supporting and promoting the best interests of each Learner.

7.8 Each Parent hereby declares that all information provided by the Parents in the Admission Application Form and in this Contract is true, complete and correct in all respects. If any of such information changes, the Parents undertake to notify the School

PARENT/GUARDIAN SIGNATURE

Head of such change without unreasonable delay. Each Parent further declares that all other information provided to the School in connection with a Learner or such Learner's involvement in any of the Education Services (including attendance or non- attendance at the School) will be true, complete and correct at the time that such information is provided.

8 **NOTICES**

8.1 Where the Parents have to give a notice to any Party in terms of this Contract, such notice shall be validly given by delivering it to the School's physical address or e-mail address, which details appear on the Admission Application Form.

8.2 Where a notice has to be given to the Parents in terms of this Contract, such notice shall be validly given by delivering it to the Parents' physical address or e-mail address, which details appear on the Admission Application Form.

8.3 The Parties may change their address details for the purposes of notices to any other physical address, cellular phone number or e-mail address by written notice to the other Parties to that effect.

9 **GENERAL**

9.1 This Contract sets out the whole of the agreement between the Parties relating to the matters dealt with in the Contract and, except to the extent that this Contract provides otherwise, no undertaking, representation, term or condition relating to the subject matter of this Contract not contained in this Contract will be binding on either of the Parties. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Contract will be of any force or effect unless in writing and signed by the Parties. No waiver (in other words, giving up of a right), suspension or postponement by a Party of any right under this Contract will be of any force or effect unless in writing and signed by such Party.

9.2 The School may, without the consent of the Parents, cede, delegate and assign all or any of their respective rights and obligations in terms of this Contract to any third party. The Parents herewith consent to such cession, delegation and assignment and the splitting of any claims as a result of such cession, delegation and assignment.

9.3 This Contract may be executed in counterparts.

SIGNED at _____ on

_____ 20_____

_____

PARENT 1

SIGNED at _____ on

_____ 20_____

_____

PARENT 2

SIGNED at _____ on

_____ 20_____

_____

School Fund CPT (Pty) Ltd (Starlight OpCo)

SIGNED at _____ on

_____ 20_____

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2 Oceans School Property Company (RF) (PTY) LTD