



ETHAM COLLEGE

ASPIRE • INNOVATE • LEAD

# Application Pack

Grade R - Grade 12



031 030 0072



marketing@etham.co.za



Rotunda Road, Hilton, 3201



[www.ethamschool.co.za](http://www.ethamschool.co.za)



**ETHAM COLLEGE**

ASPIRE • INNOVATE • LEAD

WELCOME LETTER FROM THE CEO	03
HOW TO REGISTER	04
SCHOOL FEES	05
APPLICATION FORM	06
CONSENT FOR CREDIT CHECK	09
DEBIT ORDER FORM	10
FINANCIAL CLEARANCE CERTIFICATE	11
LEARNER ADMISSION CONTRACT	12
AGREEMENT CONTRACT	26
GENERAL INDEMNITY	27
DISCIPLINE AND CONDUCT POLICY	28



## WELCOME TO ETHAM COLLEGE!

Dear Parents and Guardians

Welcome to the Etham College and Core Education Family. The Core Education family, which Etham College forms a part of, was born in 1993 as one of the first affordable private schools in South Africa, and 32 years later there are 27 schools on 13 campuses, with 11 000 learners and 800 staff members.

At Core Education and Etham College we offer affordable quality private school education. We achieve this through our experienced management team and committed staff in a convenient location and safe environment.

Since its inception in 1993 Core Education has enabled quality private education, always mindful of ensuring access and affordability. This track record has warranted a prominent role in the private education industry.

The last 32 years have seen Core Education produce powerful results. Many Core Education alumni hold top positions in some of South Africa's most esteemed organisations. Each school has produced consistently excellent matric results, and Core Education has stuck uncompromisingly to its high standards of quality education and affordability.

Core Education is anchored in values based education and our behaviour is aligned with our values of putting **People** first in everything we do; living with **Integrity** by doing what we say, **Persevering** to always finish what we start and striving for **Excellence** in everything we do!

At Core Education and Etham College you and your child are part of our family. We undertake to not only equip your child with knowledge and skills, but also to prepare them for the world out there by teaching them the values and behaviours that will make them outstanding citizens of this great country and the world.

Nelson Mandela, the father of our nation and one of the greatest leaders of all times, said the following: "Education is the great engine of personal development. It is through education that the daughter of a peasant can become a doctor, that the son of a mineworker can become the head of the mine, that a child of farmworkers can become the president of a great nation. It is what we make out of what we have, not what we are given, that separates one person from another."

To learn more about Etham College please visit our website at [www.etham.co.za](http://www.etham.co.za)

We look forward to welcoming you as part of the Core Education and Etham College family.

Kind Regards,  
Dr. B. Fourie

CEO: Core Education

# HOW TO REGISTER:

---

01

Visit our offices or contact us for an application pack  
**Marketing@etham.co.za or 031 030 0072**

---

02

Submit the completed application form together with all required supporting documents to  
**marketing@etham.co.za or hand deliver at our campus.**

---

03

Application forms will be assessed and verified.

---

04

**IF APPLICATION WAS SUCCESSFUL** - Parents will receive the following via Email : A provisional acceptance letter, a debit order form and an invoice for a once-off, non-refundable registration fee.

**IF APPLICATION WAS UNSUCCESSFUL** - Parents will be notified accordingly.

---

05

Pay your non-refundable registration fee and send the proof of payment to: **marketing@etham.co.za**

**Banking Details:**

Account Name:	Edinvest Schools Operations (Pty) Ltd
Name of Bank:	First National Bankk (FNB)
Account Number:	623 383 841 63
Branch Code:	210835
Reference:	Use your child's Name and Surname.

---

06

Receive an acceptance and welcome pack via email.

---

## 2026 FEE STRUCTURE

GRADE	REGISTRATION FEE	2026 SCHOOL FEES	
	(ONCE OFF   NON-REFUNDABLE)	(PER ANNUM)	(PER MONTH) (12 MONTHS)
Grade R	R2 850	R48 100	R4 008
Grade 1 - 3	R2 850	R52 600	R4 383
Grade 4 - 6	R2 850	R58 100	R4 842
Grade 7 - 9	R2 850	R58 600	R4 883
Grade 10 - 11	R2 850	R62 900	R5 242
Grade 12	R2 850	R70 400	R5 867

### PLEASE NOTE:

- These are the finalised 2026 school fees.
- Fees are invoiced in advance on the 2nd of the Month.
- School fees are billed from January to December (12 Months).
- All other applicable activities and levies that will be on offer will be for the parents account.
- Completed admission form, along with supporting documents and proof of payment of application fee to be emailed to marketing@etham.co.za
- Registration fee is payable on acceptance to Etham College.
- Early Bird Discounts
  - If school fees are paid in full on or before 31st January 2026 – 5% discount
  - Sibling Discounts – 5% for the second child and 7.5% for the third and consecutive siblings  
(Please note that should a parent with multiple children lapse in their payments, the discounts will be forfeited).

### BANKING DETAILS:

- Account Name: Edinvest Schools Operations (Pty) Ltd
- Name of Bank: First National Bank [FNB]
- Account Number: 628 383 841 63
- Branch Code: 210835
- Reference: Use your Child's Name and Surname



ETHAM COLLEGE

ASPIRE • INNOVATE • LEAD

Tel: 031 030 0072

Email: info@etham.co.za

Website: www.etham.co.za

Address: Rotunda Road, Hilton, 3201

## APPLICATION FOR ADMISSION

Grade:

Year:

### DOCUMENTS / INFORMATION REQUIRED

Copy of birth certificate/ID document		Completed and signed school fee clearance certificate from previous school	
Copy of study permit/asylum permit/refugee permit (if foreign)		Proof of household income/salary advise X 1 month	
Copy of learner's latest progress report		3X months latest bank statements	
Copy of learner's final progress report (once available)		Proof of residence	
Transfer document (once available)		Copy of medical aid (front and back)	
Copy of learner's vaccination record (Pre-primary and foundation phase learners)		Two recent colour photos of the learner (ID size) (Please do not email these but submit at the school)	
Copy of parent's/legal guardian's ID document		Completed debit order form (if required)	
Learner Admission Contract (LAC) Compulsory		Proof of registration fee payment ( <b>non-refundable</b> )	

### A.) LEARNER'S DETAILS

Admin number (office use)	Grade and class (applied for)
Surname	Home language
First names	Religion
(in full)	Country of birth (if not SA)
Name to be called	Ethnic group
ID/Passport no.	Black Indian White
Learner cell no.	Coloured Asian
Gender	
Male <input type="checkbox"/> Female <input type="checkbox"/>	Signature - Father
	Signature - Mother

Means of transport to/from school: Motor vehicle ☐ Bus ☐ Taxi ☐ Walk ☐

### B.) LEARNER'S EDUCATIONAL DETAILS

Current school: \_\_\_\_\_ Previous school: \_\_\_\_\_  
Telephone no: (current school) \_\_\_\_\_ Telephone no: (previous school) \_\_\_\_\_  
Last grade passed: \_\_\_\_\_ Year: \_\_\_\_\_ Grade/s repeated: (if any) \_\_\_\_\_  
Has admission to any other school/s ever been refused? If yes, please state reason. \_\_\_\_\_  
Have you as parent/guardian been called to school for discipline issues? If yes, please state reason \_\_\_\_\_

### C.) FAMILY DETAILS

Father / Guardian	Surname	_____	Title	_____	Initials	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	First names	_____	ID/Passport number	_____					
	Postal address	_____	Home address	_____					
		_____	Suburb & City	_____	Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
	Employer	_____	Phone: Home	_____					
	Occupation	_____	Work	_____					
	Public or Private sector	_____	Cell	_____					
	Work address	_____	Email address	_____					
		Suburb & City	_____	Relation to learner	_____				
	Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
Mother / Guardian	Surname	_____	Title	_____	Initials	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	First names	_____	ID/Passport number	_____					
	Postal address	_____	Home address	_____					
		_____	Suburb & City	_____	Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
	Employer	_____	Phone: Home	_____					
	Occupation	_____	Work	_____					
	Public or Private sector	_____	Cell	_____					
	Work address	_____	Email address	_____					
		Suburb & City	_____	Relation to learner	_____				
	Postal code	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				

Initials

**D.) PERSON RESPONSIBLE FOR ACCOUNT**

Please note that parents will be held jointly and severally liable for the account, even if the account is paid by a third party / bursar.

Surname		ID/Passport number	
First names		Title	Initials <input type="text"/>
Occupation		Home address	
Public or Private sector		Suburb & City	
Postal address		Postal code	<input type="text"/>
Work address		Phone: Home	
		Work	
		Cell	
Suburb & City		Email address	

**E.) LEARNER MEDICAL INFORMATION**

Medical aid:	
Medical aid number:	
Main member name:	
Main member ID no:	
Main member postal address:	
	Postal code <input type="text"/>
Main member email address:	
Main member cell number:	Main member work number: <input type="text"/>

**Signature:** \_\_\_\_\_  
Main Member of Medical Aid

**Date:** \_\_\_\_\_

**HAS THE LEARNER EVER HAD ANY OF THE FOLLOWING DISEASES?**

German measles	<input type="checkbox"/>	Mumps	<input type="checkbox"/>
Measles	<input type="checkbox"/>	Diphtheria	<input type="checkbox"/>
Chicken pox	<input type="checkbox"/>	COVID -19	<input type="checkbox"/>

**HAS THE LEARNER EVER BEEN TREATED FOR THE FOLLOWING?**

TB	<input type="checkbox"/>	Ulcer	<input type="checkbox"/>
Asthma	<input type="checkbox"/>	Migraine	<input type="checkbox"/>
Diabetes	<input type="checkbox"/>	Tonsils	<input type="checkbox"/>
Epilepsy	<input type="checkbox"/>	Heart disease	<input type="checkbox"/>

**IS THE LEARNER ON ANY CHRONIC MEDICATION? PLEASE SPECIFY**


**DOES THE LEARNER HAVE ANY ALLERGIES? PLEASE SPECIFY**


**HAS THE LEARNER EVER HAD ANY OPERATIONS? PLEASE SPECIFY**


**PLEASE SUBMIT A COPY OF YOUR MEDICAL AID CARD (FRONT AND BACK)**

**F.) DETAILS OF ANY OTHER CONTACT IN THE CASE OF AN EMERGENCY (OTHER THAN IN SECTION C AND D)**

Surname: _____	Full names: _____
Relation to learner: _____	
Tel (h): _____	Tel (w): _____ Cell: _____
Email address (please write legibly): _____	
_____	

Initials

**G.) BROTHERS AND SISTERS**

Name	Date of Birth	Age	Grade	Name of current School or Institution
1				
2				
3				

**H.) MARITAL STATUS OF PARENTS**

Married ☐ Divorced/Seperated ☐ Married but live apart ☐ If Divorced/Separated - Children in custody of  
 Widow ☐ Widower ☐ Single ☐ Mother ☐ Father ☐ or Both ☐

**I.) AGREEMENT BETWEEN ROYAL SCHOOLS AND THE UNDERSIGNED****Declaration and Undertaking**

I declare that the particulars furnished on this form are true and correct, and I undertake to comply with the rules, regulations and decisions of the school, and any amendments thereto, which may be applicable to students and parents in general. I declare that I have perused the applicable school rules and policies and understand the contents thereof and accept it as binding on myself and the learner concerned.

**School Fees**

I have taken note of the school fees as published on [www.ethamcollege.co.za](http://www.ethamcollege.co.za) and available from the school office. I have read, understood and accept the financial policy of the school. I accept full responsibility for all amounts due to the school and I agree to pay the school fees strictly according to due dates, failing which I am aware that the account may be handed over to debt collectors and that I will be liable for the related costs. I am aware that my child(ren) will not be re-registered for the next year should I have an outstanding balance. Furthermore I am aware that the school also reserves the right to charge interest on all overdue accounts at a rate of 1% per month and that should school fees be in arrears, the school reserves the right to deny learners access to aftercare, transport, trips and outings and school functions. I am aware that school fees are payable annually in advance, but can be paid in monthly or quarterly instalments as published, but that should the monthly or quarterly payment be in arrears, the total fees for the year will immediately become payable. I am aware that the school reserves the right to not accept a registration on the basis of affordability, academic and disciplinary record and incomplete application and that the school reserves the right to request upfront payment of the January school fees to reserve a space for the following academic year. Take note that the registration fees are non-refundable.

**Photos**

I hereby grant permission for my child to be photographed participating in projects and events and for the photographs to be included on the school's website, Facebook and other electronic and social media and that neither I, nor my child(ren) will be eligible for any payment as a result of this.

**Indemnity**

I hereby give permission that he/she may attend any excursion organised by the school with the permission of the principal. I understand that he/she will sometimes have to travel by bus or taxi to different venues of educational value. These trips will have to be paid for when organised. The school will use the best transport available at the best value for money. I accept that the school will take the necessary precautions to ensure the safety of my child. I will however, not hold the school responsible in case of an accident, loss of limb or life, or any other damages to her/his person or property. I also understand that this arrangement is necessary because it is not always flexible for parents to sign a letter of consent before a trip can take place.

**Royal Schools Values**

I undertake to uphold the values of Etham College whenever I am involved in school related functions or activities. I will also be available to attend parents meetings and functions to support the education of my child. I will respond timeously to letters, e-mails, SMS and calls made by the school. I undertake to keep all personal contact details updated at all times.

**The Protection of Personal Information Act (POPIA)**

The Protection of Personal Information Act (POPIA) is enforced from the 1st of July 2021 and Etham College requires your consent to store and process the Parent, Legal Guardian and Child's personal information. By completing this application form and submission of the necessary supporting documents you are consenting that: Etham College may process your and the child's personal information for the purposes of processing this application for admission to Etham College; Etham College may request and process information from your child's current/previous school in order to process this application and that Etham College may proceed with enquiries that are necessary to verify any information provided in the application documentation, including verification of credit ratings. Etham College is dedicated to protecting the privacy of all whose personal information we hold in our possession. Etham College is committed to use all personal information in accordance with POPIA. Etham College will only process personal information as per POPIA guidelines, and confirm that we will not sell or share personal information for economic purposes. Should this application not be successful or withdrawn, all information included in this application will be destroyed as per POPIA regulations and Etham College Policy.

**Suspension or Termination of Admission**

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 – 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)

Etham College hereby undertakes to offer quality teaching and related services of a high standard to the best of our ability.

Thus signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ Account holder

\_\_\_\_\_

Father / Legal Guardian Mother / Legal Guardian o.b.o. Etham College

Please note that registration is only confirmed when the application has been authorised by the Principal.

**J.) MARKETING SOURCE**

Please indicate where you heard about our school

Facebook ☐ Open Days ☐ Google ☐ Flyers ☐ School Signage ☐ Info Boards ☐

**K. ANNUAL HOUSEHOLD INCOME BEFORE TAX**

Less than R350 000	R350 001- R650 000	R650 001- R950 000	R950 001 +

**OFFICE USE**

ACCEPTED ☐ REJECTED ☐

**AUTHORISED BY**

Signature

STUDENT NUMBER \_\_\_\_\_ GR \_\_\_\_\_

**AMOUNT PAID**

Receipt  
Number

R

DATE NOTIFIED \_\_\_\_\_

I am aware that a fee of R130 will be charged for the credit check should my application be declined.

Initials \_\_\_\_\_



# Concent for Credit Check



Royal Schools is affiliated to TPN Credit Bureau, a registered credit bureau. All account payment profiles, patterns and behaviour is recorded monthly with the credit bureau for the purposes as per the National Credit Act.

## **CONSENT CLAUSE: (Future debtor)**

### **Applicat on form and/or Contractual Agreement**

The debtor consents to and authorises Etham College, the supplier, service and/or credit provider, as the case may be, to:

- a) contact, request and obtain information at any time from any supplier/ service provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the debtor; and
- b) provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the debtor to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a trade reference regarding the debtor's dealings with the supplier, service and/or credit provider.

**Full names of person responsible for the account:** \_\_\_\_\_

**Relation to the learner:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

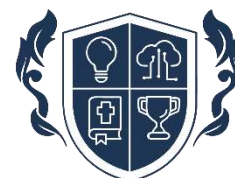
## ETHAM COLLEGE DEBIT ORDER INSTRUCTION

Edinvest Schools Operations (Pty) Ltd (Registration number 2016/522567/07), trading as Etham College.

SCHOOL NAME

ETHAM COLLEGE

FAMILY CODE



**ETHAM COLLEGE**

ASPIRE · INNOVATE · LEAD

### DETAILS – DEBTOR

FULL NAME AND SURNAME

ID NUMBER

PHYSICAL ADDRESS

CELL PHONENUMBER

EMAIL ADDRESS

COMMENCEMENT DATE

ABBREVIATED NAME

**EthamColle**

### DETAILS – BANK

BANK		ACCOUNT NAME	
BRANCH		ACCOUNT NUMBER	
BRANCH NUMBER		ACCOUNT TYPE	CHEQUE / SAVINGS / TRANSMISSION

DEBIT ACCOUNT FOR	Mark Selection
SCHOOL FEES	
CAPITAL DEVELOPMENT LEVY	
TRANSPORTATION	
OTHER	
OTHER	

PAYMENT DAY	
1st	
15th	
25th	
30th	
31st	

NAME LEARNER 1		GR
NAME LEARNER 2		GR
NAME LEARNER 3		GR
NAME LEARNER 4		GR
<b>TOTAL DEBIT ORDER AMOUNT</b>		<b>R</b>

This signed Authority and Mandate refers to the Edinvest Schools Operations (Pty) Ltd contract as dated on signature hereof (the Agreement). I hereby authorise the Edinvest Schools Operations (Pty) Ltd financial department to issue and deliver payment instructions to the bank for collection against my account at the above-mentioned bank (or any other bank or branch to which I may transfer my account) on condition that the sum of such payment instructions will never exceed my obligations as agreed to in the Agreement (unless my account is in arrears, in which instance Edinvest Schools Operations (Pty) Ltd has the authority send a payment instruction for the full outstanding statement value), commencing on the commencement date and continuing until this Authority and Mandate is terminated by me by giving the Edinvest Schools Operations (Pty) Ltd financial department notice in writing of no less than 20 (twenty) ordinary working days and sent by prepaid registered post or delivered by hand to the above school's financial bursar.

This authorised payment instruction must be issued and delivered as follows:

- New schools: Submit with the Application for Admission form as per the enrolment procedure.
- Existing schools: Deliver by hand to the School's financial department or contact the School's financial department for an email address or fax number.

Debit my account with the debit amount on the Payment Day of each and every month commencing on the Payment Day of the month following the contract date. In the event that the Payment Day falls on a Saturday, Sunday or recognised South African public holiday, the Payment Day will automatically be the next ordinary business day.

I understand that the withdrawals hereby authorised will be processed through a computerised system provided by South African banks and I also understand that the details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction, and if provided to you, should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction.

#### MANDATE

I acknowledge that all payment instructions issued by you shall be treated by my above-mentioned bank as if the instructions had been issued by me personally.

#### CANCELLATION

I agree that, although this Authority and Mandate may be cancelled by me, the cancellation will not cancel the Agreement. I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

#### ASSIGNMENT

I acknowledge that this authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE

ASSISTED BY (WHERE LEGALLY NECESSARY)

CAPACITY



ETHAM COLLEGE  
ASPIRE · INNOVATE · LEAD

## FINANCIAL CLEARANCE CERTIFICATE

Name of Parent: \_\_\_\_\_

Name of Learner: \_\_\_\_\_ Lurtis No: \_\_\_\_\_

ID no. of Parent: \_\_\_\_\_

Name of school of where the learner is currently enrolled:

\_\_\_\_\_

Annual Fee \_\_\_\_\_ Amount: \_\_\_\_\_

Fees paid to date \_\_\_\_\_ Amount: \_\_\_\_\_

Fees outstanding \_\_\_\_\_ Amount: \_\_\_\_\_

Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the above parent has paid school fees as indicated.

\_\_\_\_\_

Principal/Bursar

\_\_\_\_\_

Date\$

School Stamp



ETHAM COLLEGE

ASPIRE • INNOVATE • LEAD

# LEARNER ADMISSION CONTRACT

Any of the clauses within the Learner Admission Contract that appear in bold text may limit the liability of the School and/or require the Parents to indemnify the School and/or place obligations on the Parents. These clauses should be carefully read and noted.

The rights and obligations that Parents and the School have under this Learner Admission Contract are in addition to and in no way affect the statutory rights and remedies they have in terms of the Consumer Protection Act or any other legislation. Nothing in the Learner Admission 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.

## 1. INTERPRETATION

Where the first letter in the word(s) is in capital letter(s) the Parents must refer to clause 1 (one) of the Learner Admission Contract where they will find the meanings of the terms. Unless the context requires otherwise:

- 1.1 **"Account Holder"** means each of the person/s referred to in the Admission Application Form as the Account Holder, and shall include Parents, who accordingly accept joint and several liability to the School for payment of the School Fees, Additional Fees, Enrolment or Registration Fees and Annual Re-registration Fees (where applicable).
- 1.2 **"Additional Fees"** means any form of contribution of a monetary nature paid/owing by the Account Holder that is not included in the definition of School Fees, Enrolment or Registration Fees or Annual Re-registration Fees. Additional Fees shall include, but not be limited to, bus or travel fees, tablet fees, excursion fees, school uniform costs, cost of stationery purchased from the School and the like. Additional Fees may be communicated in the Annual Fee Letter or by Additional Fee Notice to the Parents and Account Holders at any time during the school year.
- 1.3 **"Additional Fee Notice"** means a letter provided to Parents and Account Holders by the School, from time to time, setting out Additional Fees not recorded in the Annual Fee Letter.
- 1.4 **"Admission Application Form"** means the standard Admission Application Form, titled Application for Admission Form, in relation to the School, provided to and completed and signed by the Parents in applying for the Learner's admission and to which the Learner Admission Contract is attached, or should a Learner already be enrolled at the School and the

Parents have completed an admission form previously then the personal particulars of the Parents, Learner and Account Holder, as set out in that admission form, shall solely be included in this Learner Admission Contract with the exclusion of all other clauses set out in the admission form which have been substituted herein;

- 1.5 **"Annual Fee Letter"** means a letter provided to Parents and Account Holders, annually, by the school, setting out School Fees, Enrolment or Registration Fees, Annual Re-registration Fees and Additional Fees.
- 1.6 **"Annual Re-registration Fee"** means, where applicable, an annual fee payable by the Account Holder to re-apply and re-register at the School.
- 1.7 **"Calendar Month"** means any one of the twelve months of the year, calculated from the first day to the last day of the specific month.
- 1.8 **"Code of Conduct"** means the Edinvest policy that describes the conduct the School expects from all its Learners including, but not limited to Learner conduct in the classroom, on the sports field during all school events, on the school campus and at any other time where a Learner will, through association, be representing the School. The Code of Conduct aims to provide a suitable environment to accommodate learning excellence and to, amongst other aspects, uphold the principles of integrity, honesty, respect, high morals, consideration for others, good manners and punctuality.
- 1.9 **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008, and all its regulations, and as amended from time to time.
- 1.10 **"Edinvest"** means Edinvest Schools ManCo Pty (Ltd) (Registration number 2015/187274/07), a private company, and **"Manager"** of the **"Education Provider"**.
- 1.11 **"Edinvest Policies"** means all policies published as part of the Edinvest policy structure, as revised from time to time, which are applicable to all schools managed by Edinvest and which includes inter alia the Edinvest Fees Policy, the Edinvest Debtor Management Policy, the School's Constitution, the School's Admissions Policy, the Edinvest Code of Conduct, the Edinvest Dress Code Policy, the Edinvest Aftercare Policy, the Edinvest School Transport Policy, and the Edinvest Parent and Guardian Protocol Policy.
- 1.12 **"Education Provider"** means Edinvest Schools Opco Pty (Ltd) (Registration number 2016/522281/07), a private company, trading as King's School.
- 1.13 **"Education Services"** means the services as described in the constitution of the school and which forms part of the Edinvest Policies.

- 1.14 **"Enrolment or Registration Fee"** means a fee payable by all new Account Holders enrolling at the School and, which in terms of the relevant Edinvest Policies, is non-refundable.
- 1.15 **"Facilities Provider"** means Edinvest Schools PropCo Pty (Ltd) (Registration number 2016/52228/07), a private company.
- 1.16 **"Learner"** means any child accepted and admitted as a Learner at the School following application for such admission, by the Parents, in terms of an Admission Application Form and the Learner Admission Contract.
- 1.17 **"Learner Admission Contract"** means this document read together with the Admission Application Form, the Edinvest Policies and any School Specific Policies and School Rules. All policies are available to Parents and Account Holders at the relevant School's office.
- 1.18 **"Learner Code of Conduct Policy"** means the Edinvest policy that guides the School's principles of positive and fair discipline and the consistent application of appropriate, disciplinary measures where necessary.
- 1.19 **"Learner Personal Information Policy"** means the Edinvest policy that promotes the protection of personal information of Learners and ensures that the Learners' right to privacy are protected, subject to justified limitations, and are in line with the Protection of Personal Information Act of 2013 as amended from time to time.
- 1.20 **"Manager"** means Edinvest Schools ManCo Pty (Ltd) (Registration number 2015/187274/07), a private company.
- 1.21 **"Parents"** means each of the persons indicated in the Admission Application Form as the parents and/or legal guardians of each learner referred to in such Admission Application Form and who sign this Learner Admission Contract as the "Parents". Throughout this Learner Admission Contract reference is made to "Parents" instead of "Parent" or a guardian, and the reason for this is that in many instances both Parents and/or guardians will sign the Learner Admission Contract, and therefore if the Learner Admission Contract is signed by one Parent or guardian only (if a Learner only has one parent/guardian who has care/contact in respect of the Learner), all references in the Learner Admission Contract to "Parents" should be read as if those references are to that Parent or guardian. Account Holders are included in the definition of "Parents" to the extent that the Account Holder may differ from the "Parent/s" as set out in the Admission Application Form.
- 1.22 **"Parties"** means the parties to this Learner Admission Contract, being the Parents, Account Holder and the School.
- 1.23 **"School"** means the school operating from the physical address referred to in the Admission Application Form or such different name given to the School from time to time.
- 1.24 **"Schools Act"** means the South African Schools Act, No. 84 of 1996, and as amended from time to time.
- 1.25 **"School Fees"** means the amount contained in the Annual Fee Letter or a different amount determined in accordance with the Learner Admission Contract to be paid by Parents in return for the Education Services to be provided by the Education Provider and for the School Facilities to be provided by the Facilities Provider. The School Fees shall escalate annually as notified by the School to the Parents on or before 1 December of the preceding school year. The School Fees shall be shared between the Education Provider (for providing Education Services) and the Facilities Provider (for providing School Facilities) as they may determine.
- 1.26 **"School Head" or "Executive Head"** means the Principal or, where applicable, the executive manager of the School from time to time, he or she being the individual responsible for ensuring the provision of the Education Services on a day-to-day basis, and includes with reference to any particular Education Service any person to whom the Executive Head has delegated his or her functions in respect of such service.
- 1.27 **"School Hours"** means those times (of which Parents will be made aware from time to time) during which the School will make available Education Services on the School Premises.
- 1.28 **"School Premises or School Facilities"** means the grounds and property (including buildings, school fields, furniture, furnishings and equipment) which the Facilities Provider has agreed to make available to enable the Education Provider to provide the Education Services. Access to the School Premises by 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.
- 1.29 **"School Specific Policies and School Rules"** means the School policies and rules developed for the specific School (as amended from time to time), in addition to the Edinvest Policies, as controlled by the Policy on the Development of School Specific Policies, Rules and Procedures and which, amongst other aspects, governs the conduct and the behaviour of Parents and/or Learners in relation to the School and in relation to other Learners and Parents.
- 1.30 **"School Term"** means each term of the school year as notification by the School to the Parents from time to time, and



1.31 "School Transport" means appropriately registered and licensed public transportation services, as further described in the relevant Edinvest Policies, provided by the School itself, or independent contractors appointed by the School, for use by Learners as a bus service to and from the School (for the avoidance of doubt, the Schools may elect in the sole and absolute discretion whether or not to make the aforementioned transport services available to its Learners).

## 2. GENERAL TERMS OF ENROLMENT

2.1 Should the Learner's application for admission be successful, the School agrees to enroll the Learner upon and subject to the terms and conditions of the Learner Admission Contract. The School reserves the right to apply for a full credit check on the Parents, including contacting any previous schools that the prospective learner has attended, in order to assess amongst other aspects, the Parents' financial means in order to assess their ability to satisfy the financial obligations as set out in the Learner Admission Contract. **The Parents hereby authorise the School and/or any of its associates to conduct any credit inquiries on the Parents as may be necessary from time to time. The Parents hereby also consent to the accessing of the Bureau data on the Parents as may be necessary from time to time. The Parents hereby give the School permission and authorisation to supply consumer credit information to any debt collectors and/or credit bureau (and in this regard it is recorded and acknowledged by the Parents that the School may transmit to any debt collectors and/or credit bureau data about this Learner Admission Contract as well as information on the non-compliance with the terms and conditions of this Learner Admission Contract by the Parents).**

2.2 The South African Schools Act established a national schooling system and recognises two categories of schools: public and independent. Public schools are state controlled and independent schools are privately governed. Edinvest is a private company which offers schooling in independent schools to predominantly South African Learners. It is recorded that Parents have a wide range of schooling options for their children in South Africa, whether in public schools, independent schools or through home schooling. The costs involved in operating the School are primarily funded by School Fees. The School Fees paid by Parents cover the cost of, amongst other services, the providing of Education Services, including paying the teacher and staffs' salaries,

and general operational expenses such as the use of the School Facilities. In the competitive South African education services market, Edinvest strives to make available and render a high standard of education as this is expected by both Parents and Learners. The School must accordingly budget to achieve and maintain superior quality education and if the Parents are unable to meet their financial obligations in terms of the Learner Admission Contract, the quality of education offered at the School will suffer.

2.3 A Learner shall be enrolled for one academic year only. Each Learner will be required to be re-admitted on an annual basis and may be required to pay the Annual Re-registration Fee (where applicable). An existing Learner will be regarded as automatically having applied for re-admission, save for where the School is formally informed that the existing Learner is leaving the School. The Learner's application will then be considered by the School who may re-admit the Learner at the sole discretion of the School. **Re-applications might be unsuccessful in the case of, for example, if the Learner no longer meets the age group for the grade applied for, serious disciplinary issues involving the Learner, or failure on the Learners part to comply with the School Specific Policies and School Rules or the contractual failure of the Parents or the Account Holders.** For the avoidance of doubt, the aforementioned cases are not meant as an exhaustive list and in no way limit the School's discretion to refuse any application for re-admission.

2.4 The Parents of each Learner agrees to sign an updated Learner Admission Contract should the School require them to do so. Furthermore, even though the Learner Admission Contract has been signed by the Parties, the Learner Admission Contract may still be cancelled by the School as a result of, for example, non-payment of School Fees by the Parents. The Learner may, as a result, not be able to attend the School or if already present may be required to leave the School. **A Learner will not be allowed to attend the School at the beginning of the first School Term, of any school year, until all amounts which are due for payment before the beginning of the first School Term of the school year have been paid.** The amount due will include, in the case of a school year, all overdue amounts which remain unpaid from the previous school year by the Parents (including any legal costs and other costs incurred by the School to recover School Fees) in terms of the Learner Admission Contract.

2.5 **The School reserves the right to contact any previous school that the prospective learner has attended, in order to obtain a reference for the Learner and the Parents.**

2.6 The School shall only be bound by the Learner

Admission Contract if it has been signed by or on behalf of the Parent/s and the School. The Executive Head, or his/her duly authorised representative, is collectively authorised by the School to sign the Learner Admission Contract, or any other relevant documentation, on the School's behalf. The School shall however be entitled to waive compliance with the requirement that the Learner Admission Contract be signed by one or more of the Parents or the School. Should the Learner Admission Contract not be signed by all of the Parents it shall not affect or limit the liability of those Parents on whose behalf it was signed.

- 2.7 School attendance by the Learner is compulsory in terms of the Schools Act. The School must therefore be provided with any information in respect of casual or prolonged absence from the School by the Learner. Parents and Learners agree to approach such absences in the manner described by the relevant Edinvest Policies and other School Specific Policies and School Rules that might be implemented from time to time.
- 2.8 If the Parents have any queries, concerns and/or complaints relating to the School and/or a Learner's involvement in the School and/or any matter arising out of the Learner Admission Contract it must be raised, in writing, with the Executive Head or his/her delegate.

### **3. OBLIGATIONS OF THE SCHOOL**

- 3.1 The Executive Head or his/her duly authorised representative has sole discretion to admit and enroll a prospective learner or to refuse a prospective learner without giving reasons. The Executive Head or his/her duly authorised representative may, at his/her sole discretion, grant temporary enrolment to a prospective learner, subject to any terms and conditions that the Executive Head may impose, at his/her discretion. The Executive Head may cancel the enrolment (including temporary enrolment) of a Learner in accordance with the Learner Admission Contract and the relevant Edinvest Policies, including the Edinvest Admissions Policy, the Edinvest Admissions Procedure, the Edinvest Code of Conduct, and School Specific Policies or School Rules.
- 3.2 Until the Learner Admission Contract is signed by the Parties and the Enrolment or Registration Fee or Annual Re-registration Fee (where applicable) is paid, nothing in the Learner Admission Contract shall be construed as a representation or warranty made by the School to the Parents or the Learner that the prospective Learner will in fact be admitted.
- 3.3 While the Learner is enrolled at the School the staff of the School undertakes to exercise reasonable care in respect of the Learner's education and welfare during School Hours and/or when the Learner is permitted or required to be on the School Premises and/or when the Learner is attending a school activity.
- 3.4 The School and/or the Education Provider shall provide Education Services for the benefit of such Learner and other Learners at the School during School Hours or extracurricular activities and in doing so will exercise skill and care.
- 3.5 The Facilities Provider will at all times but within reason maintain, service, repair or replace the School Facilities from time to time, to the extent that the School in its sole discretion is of the opinion that such work may in fact be required or as required by relevant education facility legislation.
- 3.6 The School shall provide the Parents with the bank account details into which all payments must, from time to time, be made by the Parents.
- 3.7 The School and/or the Education Provider will monitor each Learner's progress and on a regular basis generate and send to the Parents progress report cards. Where there is any concern about a Learner's progress, the School will arrange for a meeting with the Parents to discuss and deal with the concerns. Without creating any further obligations for the School it will for an initial period of 3 (three) calendar months after a new Learner has started school, use its best endeavours to identify any physical, mental or emotional conditions that may cause any obstacle to or difficult in or restriction on a Learner's learning ability. Should further diagnosis be required, after the aforementioned initial period, the School will arrange for an appropriate assessment by an appropriately qualified and experienced professional after making the required written recommendation to the Parents and only after it has received a written request and consent from the Parents. The cost of the assessment will be at the cost of the Parents. The Parents will at all times have the right to seek a diagnosis from a suitably qualified and experienced professional of their choice and will not be obliged to use the services of a professional suggested by the School. Whilst the School itself may be able to identify possible Learner specific conditions or educational needs, it is not in a position to diagnose the Learner with any specific medical condition or special educational needs. The School specifically draws the Parents' attention to the fact that the School's Facilities and resources may limit its ability to provide a high quality of education to Learners with special needs. The Executive Head may in his/her sole discretion cancel the Learner Admission Contract should the School no longer be able to



provide adequate education to a Learner with special education needs. The payment of School Fees is dealt with in clause 5 below.

#### 4. OBLIGATIONS OF THE PARENTS

4.1 The Parents must assist the School by ensuring that:

- 4.1.1 they fulfill all of their obligations contained in this Learner Admission Contract;
- 4.1.2 they encourage and assist the Learner in his/her studies by giving appropriate support at home;
- 4.1.3 they maintain a positive and respectful relationship with the School, its Learners and all of its staff;
- 4.1.4 **they return all school supplied textbooks, academic and sporting equipment in good condition to the school when a learner is withdrawn during the year and or at the end of an academic year**
- 4.1.5 they attend meetings when requested to by the School and keep communication with the School open, informing the School of any matters that affect the well-being of the Learner;
- 4.1.6 **they will register on and make use of the schools' compulsory communication platform (D6 Connect), or similar platform as introduced from time to time to engage with the school and staff at the school.**
- 4.1.7 they provide the School with any changes to the Parents and/or Learner's personal information that is contained in the Admission Application Form including change of address and/or contact numbers, within two weeks of becoming aware of the change;
- 4.1.8 they confirm that all of the information that they have provided/will provide to the School is both true and correct. Should Parents withhold information from the School, and the information is considered important and relevant by the School, the School may elect to cancel the Learner Admission Contract, in terms of clause 7 (seven) of the Learner Admission Contract;
- 4.1.9 they inform the School, in writing and before the Learner attends school, of a Learner's special education needs, whether physical, including hearing impairment, visual impairment, or neurological impairment; or behavioural; or emotional; or any other medically assessed special need;
- 4.1.10 **they acknowledge and accept full responsibility for the Learner after the notification time of any particular school day or school related activity or event, whether the Learner is on the School Premises or not, and**

4.1.11 they acknowledge that they have read and understood each of the Edinvest Policies, the School Specific Policies and School Rules relevant to this Learner Admission Contract and agree to abide by the terms and conditions contained therein. Furthermore, they agree to abide by any other School Specific Policies and School Rules that the School may prescribe from time to time. The Parents will ensure that the Learner, any other guardian/parent of the Learner, the Account Holder, or any person who has rights of control and makes decisions in respect of the Learner shall abide by the Edinvest Policies, the School Specific Policies and School Rules. The Parents agree to support the School and the conditions/rules contained in the Edinvest Policies, the School Specific Policies and School Rules. The School shall ensure that copies of the aforementioned policies are available, free of charge, at the School office.

#### 5. FEES AND PAYMENTS

5.1 At the commencement of this Learner Admission Contract, the School Fees, Enrolment and Registration Fees, Annual Re-registration Fees and Additional Fees for each Learner as set out in the Annual Fee Letter are payable by the date(s) and in the manner and at the place described in such Annual Fee Letter.

5.2 Parents should immediately inform the School if the Annual Fee Letter is not received within 7 (seven) days after the commencement of the first School Term. The failure by the School to make the Annual Fee Letter available to Parents shall not absolve the Parents from payment of any fees as contained therein and it is the Parents responsibility to verify the applicable fees payable.

5.3 The Parents agree to reimburse to the School any expenses that the School incurs on behalf of or in relation to the Learner, such as emergency medical expenses. Proof of such expenses will be made available to Parents on request.

5.4 School Fees for a school year shall be determined on or before 30 November and Parents shall be notified of the amount on or before 1 December of the preceding school year. Notification may take place via a written notice, or email, or text message, in terms of the contact details provided for in the Application Admission Form.

5.5 Once a Learner has been admitted to the School the Parents are liable for the full year's School Fees for that specific year. The Parents may pay the School Fees in instalments but must be aware that should the Parents default they will be liable for the full year's School Fees.

5.6 School Fees are due and owing from the beginning of the school year and in the event that interest may

- accrue to Parents as a result of the upfront payment of fees, such accrued interest shall be considered to be the School's income. It is specifically recorded that the Parent consents to and acknowledges that they will not be paid any interest that may accrue as a result of the payment of School Fees.
- 5.7 School Fees are to be paid in advance, either annually, termly or monthly (on/before the second day of each month), as set out in the Annual Fee Letter. The Parents may select a particular period and should they wish to change to another payment period (as provided for in the Annual Fee Letter), they must request (through the School Office to the School) for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given by the School. Should the Parents elect to make monthly payments they authorise the School to set up a debit order against their bank account for the payment of the monthly School Fees. For the avoidance of doubt, where Parents elect to make monthly payments, such payments are apportioned over 11 (eleven) equal monthly instalments. As such even though the Learner does not technically attend school for the full month in December, the School Fees charged in that month represent a portion of the annual School Fees charged and as such become due and payable by the Parent. It should further be noted that the School may, following information obtained from any credit report of the Parent, prescribe a particular payment period for the Parent.
- 5.8 If the Parents fail to pay any instalment on the due date, contained in the applicable Annual Fee Letter, and the School grants them an indulgence of time to make such payment, this shall not be regarded as a waiver (giving up) by the School of their right to insist that all amounts owing be paid immediately or an agreement that the payment dates for the remaining instalments have in any way been extended or altered. The School does not have an obligation to extend any payment date, but may do so in their sole discretion.
- 5.9 School Fees shall escalate at least annually but in exceptional circumstances more regularly. The School has the right to amend or escalate the amount of the School Fees and/or the payment obligations of the Parents in respect of the School Fees or any other payments on written notice to the Parents. Should the Parents be unsure as to any of their financial obligations, it is the responsibility of the Parents to contact the School in order to obtain clarity.
- 5.10 If the proposed changes in the School Fees referred to in clause 5.9 are not acceptable to the Parents they must, within 7 (seven) days of being given notice, contact the School via email and/or letter and/or telephone. Should the Parents not accept the proposed changes such Learner's admission to the School will cease with effect from the last day of the School Term, before the increased School Fees are due. For the sake of clarity, such termination 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 the Learner Admission Contract.
- 5.11 If the Parents fail to give the required notification referred to in clause 5.10 they will be regarded as having agreed to and accepted the proposed changes and will be liable for the full amount of School Fees as set out in the notice.
- 5.12 The School and/or the Education Provider may from time to time notify the Parents of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, events or items the Additional Fees relate to. In the case of an activity/excursion, should the Parents elect to not pay the Additional Fees or should they fail to pay on or before the prescribed due date, then the Learner will not be permitted to participate in such activity. Furthermore, the School reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the Parents not have paid any required Schools Fees and/or Annual Re-registration Fees and/or any other outstanding amounts, that are due and owing to the School.
- 5.13 The Parents will not be entitled to any reduction or refund in respect of School Fees or Additional Fees for any period that a Learner is under suspension or should the Learner be expelled, unless determined otherwise at the sole discretion of the School.
- 5.14 Where there is more than one Parent, the liabilities or obligations of the Parents under the Learner Admission Contract will be joint and several, the one paying the other to be absolved. This means that the person to whom the liability or obligation is owed by the Parents will be entitled to look to all or any one or more 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. The School shall be entitled to hand the overdue account over to its attorneys or appropriately registered debt collectors who may in turn claim all default, administration, and collection costs as contemplated in the Magistrate's Court Act 32 of 1944 that may arise as a result of the Parent/s failure to pay.

5.15 The Parents may delegate the obligation of payment of School Fees and Additional Fees to a third party. The School may however still, at their sole discretion, elect to claim any outstanding amounts from the Parents and not the third party. The School may, at their sole discretion, require a third party to sign an agreement with the School to confirm that they will be responsible for the payment of School Fees and Additional Fees. The School will not accept payment from the third party if a Parent has not signed the Learner Admission Contract.

5.16 The Parties agree that failure by the Parents to settle any School Fees and/or Additional Fees which become due, owing and payable in accordance with the Learner Admission Contract shall constitute a breach of the Learner Admission Contract. In that event, and without prejudice to any other rights that the School may have, the balance of the outstanding amounts for the remainder of the school year will become due and payable, 7 (seven) days after the date that the notice of breach is sent to the Parents. Should the Parents not remedy the breach then the School shall be entitled to:

5.16.1 Cancel the Learner Admission Contract with the Parents and/or claim specific performance in terms of the Learner Admission Contract. The Learner may be required to leave the School at the end of the School Term in which the default occurred or 30 (thirty) days after the default occurred (whichever is the longer period). This period is to allow the Learner time to find an alternative school. The Parties acknowledge and agree that it is difficult if not impossible, to find a vacancy in the course of the school year and should a Learner have to leave, the School will suffer financial loss. Therefore, the Parties agree that the full year's School Fees may be recovered from the Parents on the basis of liquidated damages; and/or

5.16.2 Present a written notice/certificate signed by the Executive Head, or his/her nominee or the appointed regional accountant, indicating all of the outstanding amounts that are due and owing by the Parents and this shall be sufficient proof of the outstanding amount for the purpose of obtaining judgment (whether by default or summary or provisional sentence) in any legal proceedings. The burden of proof shall be on the Parents to indicate why the notice/certificate is incorrect; and/or

5.16.3 To institute legal steps or legal proceedings against the Parents to recover the overdue amount and all legal costs incurred by them,

on an attorney and client scale, including collection commission, to the maximum extent permitted by law; and/or

5.16.4 The School may, without the consent of the Parents, cede, delegate and/or assign all or any of their respective rights and obligations in terms of this Learner Admission Contract to any third party. The Parents herewith consent to such cession, delegation and/or assignment and the result thereof.

## 6. SUSPENSION/TERMINATION OF ADMISSION AND NOTICE REQUIREMENTS

6.1 Parents may terminate the admission and enrolment of a Learner at the School, after the commencement of the first day of the school year, by providing the School with at least 3 (three) calendar months written notice of termination of the enrolment of the Learner. Should the first day of the month fall on a Saturday, Sunday or public holiday or during any of the school holidays ("non-school day"), such notice must be furnished to the School by no later than the next school day, and that particular notice period will be calculated from the first day of the month during which such notice was received by the School. Parents will still be liable for the full school years School Fees, but the School, subject to the approval of the Chief Operations Officer of the Manager, has sole discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe, should they pay the School Fees in instalments.

6.2 Should the Parents wish to terminate the enrolment of a Learner prior to the start of the new school year for which the enrolment is applicable, the Parents undertake to furnish the School with written notice of his/her wish to terminate on or before 7 December of the preceding year. Should the Parents fail to furnish the School with such notice by 7 December, the School may hold the Parents liable for payment of School Fees equivalent to a 3 (three) calendar month period of the relevant subsequent year.

6.3 **The School may summarily and with immediate effect, terminate the Learner Admission Contract and admission and enrolment of the Learner, if the Executive Head, or his/her nominee, is, at his/her sole discretion, after considering the Parent's representation and the Learner's representation on the notice of termination of the Learner Admission Contract, of the opinion that the conduct and behaviour of either the Parents or Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of other Learners in attendance at the School, and/or the well-being of any member of the School, and/or the School's reputation and good name.** In the case of a Learner, who is subject to a disciplinary hearing as a result of his/her conduct, the School shall be

entitled, pending the outcome of a disciplinary enquiry, to suspend the Learner from the School, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner in accordance with the Edinvest Policies, the School Specific Policies and/or School Rules. The Parents shall be liable for the full year's School Fees which shall become due and owing on the date of cancellation of the Learner Admission Contract. The Parents will further be liable for any damage to or loss of School Facilities suffered as a direct result of the Learner's misconduct. The School, subject to the approval of the Chief Operations Officer of the Manager, has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the School Fees in instalments.

- 6.4 The School, by giving 3 (three) calendar months' notice, may terminate the Learner Admission Contract and the admission and enrolment of a Learner if the Executive Head is reasonably of the opinion that the School can no longer provide adequately for any special educational needs of such Learner. The Learner shall be removed from the School at the end of the School Term in which the School provides the Parents with notice. Parents will still be liable for the full school year's School Fees, but the School, subject to the approval of the Chief Operating Officer of Edinvest, has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the School Fees in instalments.
- 6.5 The admission of a Learner will terminate automatically on the death of the Learner.

## 7. BREACH

- 7.1 If the Parents or Learner breach the Learner Admission Contract, or Edinvest Policies, or any School Specific Policy, and/or School Rule/s, the School may elect to send them a notice stating that they are in breach. If the Parents or Learner remain in breach for a period of 7 (seven) days after receiving notification that the School requires the breach be remedied, then the School shall be entitled, without prejudice to its rights and at its sole discretion, to follow the procedures as set out in the relevant Edinvest Policies, or School Specific Policies, School Rules, and/or the Learner Admission Contract depending on the nature of the breach, or to cancel the Learner's enrolment and the Learner Admission Contract. Depending on the nature of the breach the Learner may be required to leave the School immediately. The School shall have no obligation to refund any School Fees to the Parents if the Parents

remained in breach despite written notice.

- 7.2 The School may claim payment of all moneys owing by the Parents along with the remainder of the outstanding School Fees for the current school year.

## 8. PROTECTION OF PERSONAL INFORMATION

- 8.1 The Parents and the Learner acknowledge that they have read the contents of the Learner Personal Information Policy and consent to abide with the terms and conditions contained therein. The School specific draws the Parents' attention to the consent form contained within the aforementioned policy which confirms that the Parents' consent to the School processing the Learner's personal information as contained in section 35 (thirty-five) of the Protection of Personal Information, Act 4 of 2013.
- 8.2 **The Parents and the Learners acknowledge that photographs may be taken of the Learners and/or the Parents at various school events or whilst on the School Premises and that insofar as these photographs are placed in the possession or control of the School these photographs might be used by the School or Edinvest or its subsidiaries or associates, in the electronic or printed media such as websites, newspapers, advertisements, magazines and various other sources. The Parents and the Learners consent to the use of the photographs as mentioned in this clause.**
- 8.3 Neither the School nor any of their managers, representatives, staff members, other employees, and/or any executive committee member, prescribed officer or director of Edinvest, will be liable for any loss or damage that either the Parents or any Learner suffer as a result of the School furnishing any opinion or making any statement or disclosure of information if carried out in accordance with the provisions of the Learner Personal Information Policy.
- 8.4 The School undertakes to exercise reasonable care with a view to ensuring that the provision of any information concerning a Learner is accurate, and any opinion given regarding a Learner's ability, aptitude and character is fair.
- 8.5 The Parent hereby provides its consent to the School to distribute the Parents' names and contact details to other Parents, staff of School, Manager, or any other responsible persons authorised or delegated by the School for any School related purpose.

## 9. ACKNOWLEDGEMENTS, WAIVERS AND DECLARATIONS BY THE PARENTS

- 9.1 The Parents hereby acknowledge and confirms that:
- 9.1.1 The School reserves the right to apply the



consequences of its Code of Conduct, Learner Disciplinary Policy, any other relevant Edinvest Policies, the School Specific Policies and School Rules, whether the Learner commits a breach on or outside of the School Premises; and

9.1.2 They have familiarised themselves with the nature and extent of the Education Services (which includes sports activities) organised and provided by the School, as well as the School Facilities for the use of Learners and that they are fully aware of the risks and dangers that each Learner may be exposed to as result of his/her participation in the Education Services and use of the School Facilities; and

9.1.3 They undertake to indemnify and hold harmless the School, and/or the Executive Head and/ or any member of staff, and/or any executive committee member, prescribed officer or director of Edinvest, 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 gross negligence or intentional damage); and

9.1.4 Unless they specific notify the School to the contrary, his/her consent to the Learner participating, under supervision, both inside and outside the School Premises in any sports; or activities; or travel to any school activity at another venue; which may result in physical injury, shall be deemed to have been given. The School shall not be responsible for any injury, loss or damage to the Learner or the Learner's property resulting from any of the abovementioned activities, except in the case of gross negligence on the part of the school staff or agents, and the Parents indemnify the School against any claims in this regard; and

9.1.5 They will not withhold/delay payment should the School be in breach of any of its obligations; and

9.1.6 They acknowledge and accept that the School may have to increase the intended number of Learners in a class should a Learner have to repeat a grade; and

9.1.7 They shall not hold the School and/or the Executive Head, any member of staff and/or any executive committee member, prescribed officer or director of Edinvest, liable for any act or omission, that is actionable in

9.1.8

9.1.9

9.1.10

9.1.11

9.1.12

9.1.13

9.1.14

law and may/ has caused damage, injury or harm, including death, or loss of property, unless the act or omission amounts to gross negligence or was carried out intentionally; and

They accept that a Learner may require emergency medical care at a time that neither of them is easily contactable and therefore delegate to the Executive Head and/or his/her nominee 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/she considers necessary to provide the Learner in question with the best medical care possible under the circumstances. If specific medical conditions are present which may impact emergency treatment, it is advisable that a medic alert bracelet be worn by the Learner; and

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 Executive Head of any changes in a Learner's health, medicine, well-being or special health- care needs; and

They indemnify and agree to hold harmless the Executive Head, the School, the Manager and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of Edinvest, 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 emergency medical treatment and/or any steps taken to arrange such emergency medical treatment for a Learner; and

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

They acknowledge that their on-going co-operation with the School 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; and

They confirm and agree that they have read and understood the Code of Conduct and all of the relevant Edinvest Policies, School Specific Policies and School Rules in existence as at the date of the admission to the School of each Learner, they accept the content thereof as binding upon them and each Learner and undertake to abide by them and to properly familiarise themselves with all amendments to, inter alia, the School Policies from time to time; and

In the event of a Learner making use of School

Transport, they indemnify and agree to hold harmless the Executive Head, the School and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of the School and Manager, 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 the Learner's use of the School Transport; and

- 9.1.15 They are aware that the Executive Head may in terms of the Code of Conduct, suspend or expel a Learner from the School. The Parents' attention is specifically drawn to the content of the School's Code of Conduct and Learner Disciplinary Policy. The examples in the School's Code of Conduct set out examples of offences and misconduct however this is not a closed list and a Learner may be suspended or expelled for offences which are not contained in the Code of Conduct. Further the Executive Head may remove the Learner from the School if, in the discretion of the Executive Head, the Learner's progress, attendance or behaviour (including behaviour outside of school hours or off the school premises) is seriously unsatisfactory and the removal of the Learner will be in the best interests of the School and the other Learners. The School will provide the Parents with written notice of the termination. Depending on the severity of the misconduct the School will determine when the Learner will be required to leave the School and the date will be set out in the notice of termination. Parents must be aware that the termination, in certain circumstances, may be immediate.

## 10. COSTS

In the event that the School briefs legal representatives to enforce or advise the School on any of its rights in terms of the Learner Admission Contract or any of the School Policies or in order to defend any proceedings brought against the School and/or Manager, or any member of staff or other employee, it shall be entitled to recover these costs on an attorney own client scale, including commission and tracing charges, against the Parents.

## 11. NON-COMPLIANCE

- 11.1 Once a Learner has been admitted to the School, the Parents are liable for the full year's School Fees for that specific year. The Parents may pay the School Fees in instalments, but

must be aware that should the Parents default they will be liable for the full year's School Fees. Should the Parents neglect or refuse to pay any School Fees, Additional Fees, or any other amount due and payable to the School, promptly on the respective due date, or should the Parents commit any act of insolvency or give notice of any intention to surrender their estate; or should an application be brought for the provisional or final sequestration of their estate or of their liquidation; or should the Parents make any compromise arrangement with their creditors or should any judgment of any court be taken against the Parents, the full amount of outstanding School Fees and Additional Fees, if any, together with all other outstanding amounts will immediately become due and payable without any further notice to the Parents/Learner.

## 12. VARIATION

The School reserves its right to amend the Learner Admission Contract from time to time for legal, safety or substantive reasons in order to assist the School in providing superior education to its Learners. The School shall endeavour to provide the Parents with 1 (one) school term's notice of any amendments. No variation of the conditions which have the effect of releasing the Parents and/or the Learner from any obligations in the Learner Admission Contract shall be binding on the School unless contained in a written document that is signed by the Executive Head, or his/her nominee.

## 13. DOMICILIA AND NOTICES

- 13.1 Where the Parents have to give a notice to any party in terms of the Learner Admission Contract, such notice shall be valid if delivered to the School's physical address, fax number or email address, which details appear on the Admission Application Form.
- 13.2 Where a notice has to be given to the Parents in terms of the Learner Admission Contract, such notice shall be valid if delivered to the Parents' physical address or email address, as set out in this Learner Admission Contract.
- 13.3 The Parents also appoint the aforementioned address as their domicilium citandi et executandi. The domicilium citandi et executandi address is the physical address and/or email address where the Parents would like all legal notices to be served in respect of all processes which must be served or exceptions which may be taken arising out of the Learner Admission Contract.
- 13.4 Parents agree to provide the School with updated email addresses, fax numbers and/or cellphone numbers to ensure that the School is able to contact them.

- 13.5 The Parties may change their address by written notice to the other party.
- 13.6 The Parties agree that notice to one Parent shall be considered notice to all Parents.
- 14. JURISDICTION AND GOVERNING LAW**
- 14.1 The Learner Admission Contract shall be governed by the law of South Africa.
- 14.2 The Parents' consent to Magistrate's Court having jurisdiction in respect of all proceedings connected with this Learner Admission Contract, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction in terms of Section 45 of the Magistrate's Court Act 32 of 1944 (as amended). The School shall however not be obliged to institute action in the Magistrate's Court.
- 14.3 The School may at its sole election submit any matter or dispute connected with the Learner Admission Contract, to arbitration. The School shall however not be obliged to submit a matter to arbitration and may follow the usual legal process should it choose to.
- 14.3.1 The School shall inform the Parents via written notice that it intends on submitting the matter to arbitration.
- 14.3.2 The arbitration shall take place in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time). If the dispute is in regard to non-payment of School Fees, then the Rules of the South African Chamber of Arbitration shall apply as set out briefly below. Any other disputes shall be governed by the Arbitration Foundation of South Africa (AFSA).
- 14.3.3 Parties shall draft affidavits setting out the matter and they may employ legal counsel to assist them with the preparation and drafting.
- 14.3.4 The arbitration shall be held and concluded within 30 (thirty) days after the dispute has been registered.
- 14.3.5 The arbitrator shall be such independent and suitably qualified person as appointed, solely, by the Chairperson of the South African Chamber of Arbitration.
- 14.3.6 This clause shall constitute the irrevocable consent of each party to the arbitration proceedings and no party shall be entitled to withdraw therefrom or to claim at such proceedings that it is not bound by this clause.
- 14.3.7 All communication between the parties and the arbitrator shall be done in writing. The arbitrator must make an award within 14 (fourteen) calendar days (weekends/ public holidays included). An extension to this period may be given by the Chairperson of the Chamber.
- 14.3.8 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator and the arbitration proceedings shall be final and binding and shall be capable of being made an order of any court to whose jurisdiction the Parties are subject
- 14.3.9 Should the School elect to arbitrate in accordance with the Rules of the South African Chamber of Arbitration, the Parents and/or any interested party may request a copy of the Rules from the School. The Rules must be provided on or before the School institutes a claim.
- 15. WHOLE AGREEMENT**
- 15.1.1 This Learner Admission Contract and Admission Application Form constitutes the whole agreement between the Parties, except to the extent that the Learner Admission Contract provides otherwise, and no agreements, representations, warranties, variations, deletions, or agreed cancellation between the Parties other than those set out herein are binding on the Parties, unless reduced to writing and signed by both the Parents and the School.
- 15.1.2 The Learner Admission Contract and Application Admission Form may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 15.1.3 If any provision of the Learner Admission Contract is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Learner Admission Contract to the extent possible. In any event, all other provisions of the Learner Admission Contract shall be deemed valid and enforceable to the full extent possible.

We, the undersigned, have read the content of this Learner Admission Contract along with the Admission Application Form, and we declare that we understand the content thereof and agree to be bound by its terms and conditions.

DATED at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

SIGNATURE OF PARENT/GUARDIAN ONE

As witnesses

1: \_\_\_\_\_

As witnesses

2: \_\_\_\_\_

NAME OF PARENT:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

DATED at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

SIGNATURE OF ACCOUNT HOLDER

As witnesses

1: \_\_\_\_\_

As witnesses

2: \_\_\_\_\_

NAME OF ACCOUNT HOLDER:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

DATED at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

SIGNATURE OF PARENT/GUARDIAN TWO

As witnesses

1: \_\_\_\_\_

As witnesses

2: \_\_\_\_\_

NAME OF PARENT:

IDENTITY NUMBER:

DOMICILIUM ADDRESS:

EMAIL ADDRESS:

DATED at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

ON BEHALF OF THE SCHOOL

As witnesses

1: \_\_\_\_\_

As witnesses

2: \_\_\_\_\_



## ADDENDUM A

### ACKNOWLEDGEMENT BY LEARNER AND PARENT/GUARDIAN

I, as learner, acknowledge that I form an integral part of the school and I recognise that my behaviour, actions and attitude reflect both on me as an individual and as a member of the school. I know that my main priority at school is to learn and to succeed academically, emotionally, spiritually as well as to take part in physical activities and to grow as a person.

As part of and as a representative of this school, I acknowledge that I have a responsibility to do my part for my academic growth and development and will therefore:

- Attend school regularly and punctually.
- Allow every other learner the right and opportunity to learn.
- Refrain from any action that might disrupt a class or jeopardise learning.
- Use every opportunity to learn from my educators, fellow learners and my homework.
- Conduct myself in a manner that upholds the principles of the South African Constitution and the school's reputation.
- Immediately report all incidents of social misconduct to a member of staff.
- Maintain a neat and tidy environment when acting as a supporter or spectator at any school activity or event.
- Do my homework and assignments punctually, neatly and to the best of my ability.
- Do my best each day to improve my work by learning from my mistakes and using them to my benefit.
- Refrain from leaving the classroom during instruction/teaching time for any reason whatsoever, unless deemed valid by the educator.
- Refrain from any action which discredits the school, me and my family.
- Make maximum use of the facilities at school and display respect for those facilities.
- Do all I can to preserve school property, including the gardens, for the use and benefit of all present and future learners of the school.
- Return all equipment/property made available to me for my use and enjoyment to school at the appointed time and in the same condition in which it was when it was handed to me, fair wear and tear excepted.
- Compensate the school or other persons for the loss of or damage to any property due to my negligence.
- Be loyal to the school and display loyalty in my behaviour and speech.
- Uphold the traditions and the rules of the school.
- Uphold the qualities of truth, motivation, discipline and hard work.

- Strive to develop emotionally, socially, spiritually and academically in all of the opportunities that are presented to me at school.
- Be an active member of the school through participation and ensuring that I meet all school commitments, including financial, academic, sporting or social commitments.
- Show respect to all people's rights, including the right to equality and dignity.
- Act with accountability in all my activities within and outside of the school.

I acknowledge that I have read the contents of the code of conduct and disciplinary policy and I agree to be bound by the contents of the code of conduct, drug and alcohol policy, school disciplinary policy and all other school policies and rules.

---

LEARNER FULL NAMES

---

DATE

---

LEARNER SIGNATURE

I acknowledge that I, the parent of the above learner, have read the code of conduct, drug and alcohol policy, learner disciplinary policy and learner's pledge and I agree to explain the content of and do what reasonably could be expected of me to assist in ensuring that my child adheres to code of conduct and attached addendum/s. I agree that, should my child commit any of the above transgressions, the school will have the right to follow the above disciplinary procedures and I agree that my child and I will comply with the imposed sanction/s.

---

PARENT/GUARDIAN FULL NAMES

---

DATE

---

PARENT/GUARDIAN SIGNATURE

## GENERAL INDEMNITY



ETHAM COLLEGE

ASPIRE · INNOVATE · LEAD

The School and the Edinvest Schools ManCo (Pty) Ltd Board of Directors undertake to implement reasonable and generally acceptable measures with regard to the safety and well-being of all learners, educators and visitors to the School.

Due to the nature of the matter, the School and the Edinvest Schools ManCo (Pty) Ltd Board of Directors do not accept any responsibility for accidents that may take place in the class, on the school grounds or on the sports fields.

Each parent is therefore requested to complete the section below as proof that you accept the position of the School and the Edinvest Schools ManCo (Pty) Ltd Board of Directors as set out above as well as the risks involved therewith.

I, the undersigned,

FULL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT DETAILS: \_\_\_\_\_

the parent / legal guardian of the under mentioned learner who is enrolled as such and accepted by the School, subject to the terms set out herein:

NAME OF LEARNER: \_\_\_\_\_

indemnify the School and the Edinvest Schools ManCo (Pty) Ltd Board of Directors for the time being of the Edinvest Schools ManCo (Pty) Ltd (Reg Nr 2016/522281/07) for any losses or damages in general, however they may occur, that I as parent / legal guardian of the above learner may suffer as a result of any occurrence whereby the learner may be involved, whether as the causing or suffering party, whilst participating in any school activity.

In particular, I authorise that the aforesaid learner may be involved in all excursions undertaken by his / her group or class during school days as part of his / her learning experience and, where applicable, I agree that he / she may utilise the transport arranged by the School for such excursions. I also indemnify the School and the Edinvest Schools ManCo (Pty) Ltd Board of Directors for any damages or losses that I as parent / legal guardian of the above learner may suffer under such circumstances and voluntarily accepts the risks associated therewith.

In the event of the aforesaid learner making use of the bus service to and from the School, I acknowledge that I am aware that such service is operated by an independent contractor and that neither the School nor the Edinvest Schools ManCo (Pty) Ltd Board of Directors accepts any responsibility therefore. The Edinvest Schools ManCo (Pty) Ltd Board of Directors has, however, in awarding the right to operate the service, laid down certain conditions to ensure that the bus company complies with safety regulations and that the driver is sober and experienced with a proven and unblemished record.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PARENT / LEGAL GUARDIAN



**DOCUMENT NAME**

**Learner Code of Conduct Policy**

**DOCUMENT NUMBER**

EDOH06PO

**POLICY AREA**

SCHOOL

**Approval Number**

Policy – 006 - 2018

#### REVISION SCHEDULE

Date	Developed by	1st revision	2nd revision	3rd revision	Approval
2021/01/01	Board of Directors	-	-	-	Board of Directors

## LEARNER CODE OF CONDUCT POLICY

## POLICY PURPOSE STATEMENT

It is the policy of Edinvest School ManCo (Pty) Ltd , herein referred to as Edinvest and/or the Company, to expect conduct of the highest standard from all learners at schools managed by Edinvest School Opco (Pty) Ltd, which in turn is managed by Edinvest School ManCo (Pty) Ltd. This includes conduct in the classroom, on the sports field, during all school events, on the school campus and at any other time where a learner will, through association, be representing the image of such a school or Edinvest in general.

This policy is drafted within the legislative framework of, amongst others:

1.1 Constitution of the Republic of South Africa

1.2 South African Schools Act No 84 of 1996

1.3 National Education Policy Act No 27 of 1996

This policy provides a suitable environment to accommodate learning excellence. This policy prescribes certain responsibilities to the stakeholders in this policy and should stakeholders not adhere to these responsibilities, the school has the right to implement disciplinary procedures in line with the school disciplinary policy. In general, this policy expects all stakeholders to uphold the principles of integrity, honesty, respect, high morals, consideration for others, good manners and punctuality.

## 1 POLICY STAKEHOLDERS

This policy is applicable to all educators, learners, parents of learners, guardians acting on behalf of learners and sponsors responsible for the payment of school fees on behalf of learners.

2.1 It is the responsibility of Etham College to:

2.1.1 Ensure that copies of the Code of Conduct will be kept by the Executive Head, the administrative department, learners and parents/guardians and there will be free access to the Code of Conduct.

2.2 It is the responsibility of educators to:

2.2.1 Ensure that all stakeholders are at least annually made aware of the content and implementation requirements of this policy.

2.2.2 Ensure that the provisions of this policy are enforced.

2.2.3 Make available to learners, parents/ guardians this Code of Conduct, or any other policy of the school, when requested to.

2.2.4 Implement and apply the code of conduct equally and fairly.

2.3 It is the responsibility of learners to:

2.3.1 Familiarise themselves with the contents of this Code of Conduct.

2.3.2 **Sign a copy of the acknowledgment attached as Addendum A to this policy confirming that he/she has received this code of conduct and agrees to adhere to it.**

2.3.3 Comply with instructions from educators and the general rules of the school.

2.3.4 Behave responsibly and not endanger the safety and welfare of others.

2.3.5 Respect and care for the property of the school and others.

2.3.6 Maintain sound relations with others at school, be courteous and respect the dignity and self-worth of others.

2.3.7 Be punctual and observe the timekeeping practices of the school.

2.3.8 Behave honestly and conduct themselves with integrity.

2.3.9 Accept legitimate sanctions and disciplinary action taken against them as being fair, reasonable and rehabilitative.

2.3.10 Demonstrate a positive attitude towards the opportunity to learn and be diligent in their efforts to learn.

2.3.11 Conduct themselves within the policies, codes and rules of the school, whether described in this code of conduct or any other policy or rule implemented by the school.

2.4 It is the responsibility of parents/guardians/sponsors to:

2.4.1 Familiarise himself/herself with the contents of the Code of Conduct and to ensure that the Code of Conduct is properly understood by their children.

2.4.2 Participate in the learning process and assist their children with homework, provide encouragement, check results and communicate freely with the school.

**2.4.3 Sign a copy of the acknowledgment attached as Addendum A to this policy confirming that he/she has received a copy of this Code of Conduct and do what is practically possible.**

2.4.4 Actively support the efforts of the school and its educators to teach their children.

2.4.5 Involve themselves fully in school activities.

2.4.6 Make positive suggestions and contributions to improve the school's education process and the learning environment.

2.4.7 Work with the school to overcome any learner behaviour which negatively impacts on the learning environment.

2.4.8 Support the disciplinary structures and procedures of the school in the interest of maintaining an orderly and positive learning environment.

2.4.9 Encourage their children to participate fully in the school and extracurricular activities.

2.4.10 Ensure that learners attend all compulsory attendance functions and activities and that school timekeeping requirements are observed.

2.4.11 Keep them informed about their child's progress and behaviour as reflected on progress reports.

2.4.12 Inform the school in writing of any changes in their contact details.

2.4.13 Ensure that school and other fees are paid timeously.

## **2 RULES AND GUIDELINES**

Every learner at the school is bound by this Code of Conduct.

### **3.1 General rules**

3.1.1 Learners shall support the Executive Head and members of staff to establish and maintain good order and an environment and conditions in which the process of teaching and learning can take place. In particular, learners shall be required to obey and promptly carry out any reasonable instructions given by the Executive Head, any educator or class leader to this end.

3.1.2 In their dealings with one another, learners shall be required to show mutual respect and tolerance. In particular, learners shall refrain from any conduct calculated to harm the physical, mental or moral welfare of any other learners, or which may have that result.

- 3.1.3 Etham College is a smoking free, drug free, alcohol free, weapon free, gun free and gambling free zone.
- 3.1.4 Educators have the right to make and display rules regarding classroom conduct in their own classrooms. Learners must adhere to these rules.
- 3.1.5 The rules regarding property are applicable to all school property which includes:  
The land and buildings occupied by the school and any permanent or relatively permanent fixture or fitting on or in such land or buildings, including equipment, computers, books, materials, motor vehicles and the like, owned by the school, hired by the school or stored by the school, the property of members of staff, fellow learners, visitors to the school and others.
- 3.1.6 These rules apply to property on the school premises, in the vicinity of the school, at or in the vicinity of the venue of any school activity, as well as any mode of transport conveying learners to or from school or school activities.
- 3.1.7 The school reserves the right to take disciplinary action against a learner for misconduct that took place 'off-site', e.g. after school hours and/or off school premises, and/or which may have a negative impact on the school and/or other learners as a result.
- 3.1.8 Every learner has a right to education and the school respects this right.
- 3.1.9 Although the school will make an attempt to make parents/guardians aware of any notices issued to learners through SMS, email or D6+, it is the responsibility of the learners to ensure that parents/guardians receive notices.
- 3.1.10 Learners must in general at all times:
- Adhere to the prescribed **school dress code** at school, during sports events and during all other school events.
  - Be neatly dressed at all times during the school day and during all school events.
  - Have neat hairstyles in accordance with the school rules.
  - Only wear the jewellery stipulated in the school rules.
- 3.1.11 Learners are allowed to display religious orientation through physical appearance or the wearing of clothes, garments or jewellery at the discretion of the Executive Head given, after written permission has been received from a parent of the specific learner.
- 3.1.12 Learners are not allowed to display any form of political support or ideology through physical appearance or the wearing of clothes, garments or jewellery.



3.1.13 Learners are not allowed to have tattoos or any other form of body art that are visible whilst wearing school clothes or sports clothes.

### **3 EXAMPLES: INFRINGEMENTS AND RECOMMENDED SANCTIONS**

Every matter shall be dealt with on its own merits and the offences and sanctions below are guidelines that may/may not be followed by the school.

Learner transgression/misconduct type	Recommended Sanction		
	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence or repeated offences	Subsequent offences
Very Serious Misconduct			
1. Violent, abusive, intimidating or threatening behaviour, verbal or physical, and/or fighting, assault, threatened or actual, and/or victimisation, bullying or initiation of any sort, including cyber bullying or intimidation, regardless of the electronic platform used and/or transferring, selling or distributing, using or being in possession of a dangerous object, including, but not restricted to, weapons, including guns, ammunition, knives, clubs or screwdrivers, fireworks, explosives or any object that may be considered as being potentially dangerous at school or at school events, and/or inciting, advising or rewarding others to perform violent, offensive or threatening acts and/or any "gang" related activity that may threaten the safety or welfare of others at school, at school events or in relation to school, and/or harassment, sexual, racial, religious or other grounds, and/or discrimination against another, sexual, racial, religious or other grounds, and/or issuing a bomb threat or arson, attempted or actual, and/or behaviour that may pose a danger to the safety and welfare of others at school or at school events.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.	
2. Being in possession of or under the influence of alcoholic, hallucinogenic or dangerous / prohibited substances that produce a psychoactive effect or distributing, storing or consuming any of these substances at school or at school events and/or strong suspicion of habitual use/abuse or regular use of medication, drugs or alcohol at school or at school events.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.	

3. Being in possession of another's property without their knowledge or consent or attempting to remove another's property without their knowledge or consent and/or theft or attempted theft and/or sale of another person's stolen property.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
4. Committing an act of insubordination, continual insubordination or gross insubordination and/or cheating, plagiarising, copying and/or tampering with test or exam results, reports or assignments and/or being in possession of or distributing material or information that may give an advantage in a test or an exam and/or extortion, bribery, corruption or fraud, attempted or actual, and/or being an accomplice to colluding, conspiring, assisting, abetting or instigating dishonesty, fraud or theft and/or inciting, advising or rewarding others to commit a dishonest act and/or serious breach of school security procedures or unreasonably refusing to submit to a search and/or off-site criminal misconduct that disrupts or substantially damages the school/learner relationship and the educational process.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
5. Obscene, indecent or sexually explicit behaviour, gestures or attempts to make unwanted physical contact and/or sexual harassment, inappropriate sexual innuendos or graphic comments and/or committing a sexual offence and/or intentional and offensive, insulting, abusive, racist or lewd behaviour and/or storage, creation, sale or distribution of pornographic, obscene or offensive material, publications, symbols, email, text, SMS, MMS, cartoons, objects or material that incites violence.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.

6. Sabotage, malicious or willful damage to school or others' property and/or unauthorised occupation of any school property or facility or having the effect of depriving others from using this property or facility. Preventing or seeking to prevent free assembly by others on the school's property, without school permission and/or blocking off any entrances or exits to or from the school premises with the intention or effect of interfering with free access/egress by others and/or participating in or supporting industrial or protest action which prevents learners from attending school/school activities.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
7. Actions that expose others to serious danger or injury or expose the school to potential accidental loss or damages, whether due to willful, grossly negligent or unintended acts and/or unsafe acts or behaviour that endangers the safety and welfare of others.	Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
8. Serious misconduct or actions that may bring the reputation of the school, learners or other stakeholders into disrepute.	Counselling / Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
9. Any other misconduct considered to be very serious and possibly justifying expulsion as a first offence.	Counselling / Hearing with suspension and/or Expulsion and/or Alternative sanction	Only 1 <sup>st</sup> Offence sanction applicable. There cannot be a 2 <sup>nd</sup> Offence if learner is found guilty of misconduct on first offence.
Serious Misconduct [If any of the below misconduct is repeated it may result in a hearing]		
10. Being absent from school without a valid reason. The learner will be considered to be playing truant.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction

11. Playing of dangerous, obscene, insulting or demeaning games and/or malicious teasing and/or partaking in any form of gambling or similar gaming activities while on the school premises or in school uniform.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
12. Inappropriate behaviour or comments in public or at school events that bring the school into disrepute and/or abuse of school privileges or seniority/status or abuse of position of authority.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
13. Smoking or being in possession of tobacco or cigarettes on the school premises or at official school events.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
14. Forgery or falsification of school documents and reports and/or lying/dishonesty and unfair behaviour with less serious initial consequences.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
15. Vandalising property or equipment of school or others, including but not limited to damaging, marking, defacing, improper use and/or not taking due care of property or equipment and/or accidental damage to property and/or removing any school property from the school premises without the prior consent of the executive head/educator.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
16. Acts or behaviour designed to create a hostile or threatening school environment and/or wilful disruption of school activities and interference with school authorities and/or conduct designed to be prejudicial to good order or discipline at the school.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction
17. Any misconduct by the learner that is considered by school authorities to warrant more than a verbal reprimand or an ordinary warning.	Parental contact and counselling and/or final warning	Hearing with suspension and/or Expulsion and/or Alternative sanction

Minor Transgressions			
18. Disregard for rules, directions, instructions or for any persons in authority and/or Defiance and disrespect and/or discourtesy toward school authorities, parents / guardians, visitors or learners and/or being unreasonably intolerant of others and their personal beliefs, traditions, appearance or of diversity and/or persistent violation of school rules with less serious initial consequences.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
19. Use of excessive force when playing games or during sporting events and/or playing games in an area where others may be injured or where property may be damaged and/or riding skateboards, wheelies, bicycles or motorbikes in areas where such activities are prohibited or in a manner that may cause injury to others or damage to property.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
20. Noisy or disruptive behaviour, disturbing the activities of others and/or highly disruptive or unruly classroom behaviour which may include walking around the classroom without permission from the educator and/or trespassing or entering school premises without permission or without supervision and/or after school hours and/or refusing to identify oneself upon request by a school authority.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
21. Swearing and use of vulgar, profane and foul language.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction

22. Tardiness or littering and/or failure to have the correct learning materials during lessons and/or poor grooming, unhygienic personal habits and improper use of school facilities or ablutions and/or hair, dress or apparel that is not in accordance with school standards or rules and/or eating or drinking during class or school events / activities when not permitted.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
23. Tampering with the possessions or equipment of others and/or use of school equipment without permission with no serious consequences.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
24. Failure to keep the school premises, including but not limited to toilets, classrooms, hall, playground and/or sports fields in a clean and neat state and/or blocking the drain and/or toilet pan with paper or any other material or substance and/or leaving the bathroom taps running and/or placing posters and/or stickers and/or graffiti on any school surface / property without the written authority of the executive head.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
25. Refusal or failure to complete homework tasks and/or assignments on the due date and/or failure to keep and maintain a homework book and/or refusal to deliver or return reports, reply slips or letters to parents / guardians or to the school and/or unreasonable and unexplained refusal to attend or participate in school activities or compulsory events and/or general uncooperativeness and/or being wilfully obstructive and/or poor application to studies, schoolwork or assignments.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction

26. Truancy, poor timekeeping practices and/or unexplained absences from classes or from compulsory events or activities and/or failing to make prior arrangements and/or receive prior permission when absent from school and then on return to school failing to present a note from the learner's parents explaining the absence, regardless of the reason for absence and/or leaving class or school premises without permission and/or persistent late-coming or early unauthorized departure from class / school.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
27. Persistent misuse of personal communication devices during school activities. The use of electronic devices is only permitted when an educator grants the learner permission.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
28. Bringing a motor vehicle or motorcycle onto school property without written consent from the executive head or an educator nominated by the executive head and/or failure to follow any instructions given by the executive head when granting permission and/or driving a motor vehicle or motorcycle in a manner that creates a risk and/or harm to other persons on/around school property and/or failing to produce the learner's valid driver's licence on request from an educator/staff member.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
29. Failing, in the classroom during lessons, to: Greet the educator and each other and/or leave the learner's desk neat and tidy when leaving the classroom and/or maintain silence when requested to do so and/or be well-mannered, disciplined, cooperative, attentive and/or responsive.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction



30. Any other infringement not mentioned herein that may be considered serious enough to warrant the implementation of corrective action and taking of disciplinary measures.	Counselling and/or Reprimand and/or warning and/or demerit	Parental contact and/or counselling and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction
---	--	--	--

## 4 AMENDMENTS

This policy can only be amended and reviewed in line with the Policy on Policies and Procedures (EDOA01PO) and the Etham School Delegation of Authority Matrix (EDOA07PO).

The individuals responsible for amendment and review of this policy are displayed on page 1 of this policy.

This policy must be reviewed biennially and in particular, within 24 months of the Current Approval Date displayed on page 1 of this policy.

## **ADDENDUM A**

### **ACKNOWLEDGEMENT BY LEARNER AND PARENT/GUARDIAN OF THE ETHAM COLLEGE CODE OF CONDUCT**

I, as learner, acknowledge that I form an integral part of the school and I recognise that my behaviour, actions and attitude reflect both on me as an individual and as a member of the school. I know that my main priority at school is to learn and to succeed academically, as well as to take part in physical activities and to grow as a person. As part of and as a representative of this school, I acknowledge that I have a responsibility to do my part for my academic growth and development and will therefore:

- Attend school regularly and punctually. Allow every other learner the right and opportunity to learn. Refrain from any action that might disrupt a class or jeopardise learning.
- Use every opportunity to learn from my educators, fellow learners and my homework.
- Conduct myself in a manner that upholds the principles of the South African Constitution and the school's reputation.
- Immediately report all incidents of social misconduct to a member of staff.
- Maintain a neat and tidy environment when acting as a supporter or spectator at any school activity or event.
- Do my homework and assignments punctually, neatly and to the best of my ability.
- Do my best each day to improve my work by learning from my mistakes and using them to my benefit.
- Refrain from leaving the classroom during instruction/teaching time for any reason whatsoever, unless deemed valid by the educator.
- Refrain from any action which discredits the school, me and my family.
- Make maximum use of the facilities at school and display respect for those facilities.
- Do all I can to preserve school property, including the gardens, for the use and benefit of all present and future learners of the school.
- Return all equipment/property made available to me for my use and enjoyment to school at the appointed time and in the same condition in which it was when it was handed to me, fair wear and tear excepted.
- Compensate the school or other persons for the loss of or damage to any property due to my negligence.

- Be loyal to the school and display loyalty in my behaviour and speech.
- Uphold the traditions and the rules of the school.
- Uphold the qualities of truth, motivation, discipline and hard work.
- Strive to develop emotionally, socially, spiritually and academically in all of the opportunities that are presented to me at school.
- Be an active member of the school through participation and ensuring that I meet all school commitments, including, academic, sporting or social commitments.
- Show respect to all people's rights, including the right to equality and dignity.

I acknowledge that I have read the contents of the code of conduct and disciplinary policy and I agree to be bound by the contents of the code of conduct, drug and alcohol policy, school disciplinary policy and all other school policies and rules.

---

**LEARNER FULL NAMES**

---

**DATE**

---

**LEARNER SIGNATURE**

I acknowledge that I, the parent of \_\_\_\_\_, have read the code of conduct, learner disciplinary policy and learner's pledge and I agree to explain the content of and do what reasonably could be expected of me to assist in ensuring that my child adheres to code of conduct and attached addendum/s. I agree that, should my child commit any of the above transgressions, the school will have the right to follow the above disciplinary procedures and I agree that my child and I will comply with the imposed sanction/s.

---

**PARENT/GUARDIAN FULL NAMES**

---

**DATE**

---

**PARENT/GUARDIAN SIGNATURE**