



TERMS & CONDITIONS

- Parents who enrol more than one child must complete a separate Contract of Enrolment for each child.
- This agreement (Contract of Enrolment) must be read in conjunction with the BrainTrain vision and mission statement, policies, school rules, code of conduct and other appropriate regulations, copies of which will be supplied on request. Signing the Contract of Enrolment implies understanding and acceptance of the terms and conditions of all documents.
- The rights and obligations contained in the Contract of Enrolment are binding on every person who signs the contract and must be carried out, in order for the child to be successfully enrolled and retained at the School.
- The admission and enrolment of learners at the school is at the discretion of the Principal, who may refuse a learner's admission to the School, without giving reasons and may grant temporary or provisional enrolment to the School, subject to such further terms and conditions which the Principal may impose. The Principal may, at her sole discretion, cancel enrolment in accordance with the School Rules.
- While the child remains enrolled at the School, the School undertakes to exercise all reasonable skill and care with respect to the child's education and welfare. This obligation will apply during school hours and at other times when the child is permitted to be on School premises or is participating in activities organised by the School.
- The School will monitor the child's academic and developmental progress and produce regular written reports and will advise the parent if there are any concerns about the child's progress. All efforts will be made to identify any learning disability or other condition, after which a formal assessment can be arranged either by the parent or by the School, the expense of which shall be borne by the parent or guardian.
- The parent(s) acknowledges that the School does not take any responsibility for any theft or loss of, or damage to or destruction of any property of whatever nature (including School clothing, sporting equipment, books, cellphones or any other personal possessions) brought onto the School premises by the child.
- The parent(s) exempts the School, any and all its directors, functionaries, officials, employees and associates from all liabilities and indemnifies and holds them harmless against all claims instituted by whomever of whatsoever nature and howsoever arising for the child's losses, illness, death or injury.
- While the School will endeavour to provide the amenities as listed herein consistently, the School shall not be held responsible for the lack of amenities such as power, water, sewage, or electronic facilities due to circumstances beyond its control.

- The parent(s) shall inform the School in writing, prior to admission and enrolment, of any known special educational needs of the child.
- The parent(s) undertakes to furnish the School with all relevant medical details pertaining to the child and to inform the School of any medication the child may be taking for whatever reason, whether prescribed by a medical practitioner or not. Such information must be updated as appropriate.
- The parent(s) confirm the accuracy of the information furnished in regard to their child's health and any pre-existing allergies or disorders and will not hold the school accountable for any non-disclosure or inaccuracy of information provided by themselves.
- The parent(s) declares that they have read and understood the policies of the School with regard to search and seizure and substance abuse and the School Rules, as amended and published by the School from time to time, and agree to abide by these. Copies of these documents may be viewed on the School's website.
- The Principal may at her discretion require the removal of any child, or may suspend or expel any child if:
 - the behaviour of the parent(s) is in the reasonable opinion of the Principal such as to affect or possibly affect the progress of the child or other children at the School, or if such behaviour threatens the well-being of the School staff or is likely to bring the School into disrepute;
 - in the reasonable opinion of the Principal, the child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and that the child's removal is in the School's best interests, or those of the child, other children, or the wider School community. In such a case, the parent will be asked to remove the child either immediately and without notice, or at a specified date that is shorter than a full term, as is reasonable under the circumstances. Should the Principal exercise this right, the deposit will be forfeited, but any prepaid fees will be refunded.
- If, subsequent to entering into the Contract of Enrolment, the child does not take up a place at the School (save for by reason of death or long-term hospitalisation), the deposit and/or enrolment fee shall not be refunded. This fee will be kept by the School as a reasonable cancellation fee for the Child's withdrawal.
- The signatory(ies) to the Contract of Enrolment are responsible for the payment of any fees applicable to the child attending the School. They acknowledge that school fees are payable in advance by the 7th of each and every month, unless otherwise arranged with the finance department. Any fee or other moneys owing to the School not paid on or before the due date will bear interest at the rate of 2% per month from the date when payment is due. In the event that the School hands over the parent to an attorney for unpaid school fees, the parent will be liable for legal costs on the attorney and client scale and collection commission.
- In the event of a third-party taking responsibility for the payment of the fees, such responsibility must be acknowledged in writing by the third party or their duly appointed representative. This shall not absolve the parent(s) from liability and they do hereby bind themselves jointly and severally in their personal capacity as surety and co-principal debtor(s) with the third party for payment to the School of any amounts which are owing and may at any time become owing to the School by the third party.

- The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable.
- The School reserves the right to suspend any child whose school fees are in arrears and to deny further tuition to that child until such time as the outstanding fees have been paid in full. The School further reserves the right to withhold a child's examination results if there are outstanding school fees and to release such results only when full settlement has been received.
- The school reserves the right to request the help of a teacher's assistant where necessary. The cost of the teacher's assistant will be for the account of the parent/guardian. This will be discussed beforehand.
- By entering into the Contract of Enrolment, and unless the School receives written instruction to the contrary, consent is hereby given for the School to:
 - Please note that any personal information submitted to us will be collected, processed, and stored as it necessary to carry out actions for the conclusion or performance of the agreement entered into between the parties in accordance with the Protection of Personal Information Act.
 - Collect, store and process credit information about the signatory(ies) and any third party or divorced or separated parent responsible for payment of any or all amounts comprised in the fees.
 - Collect, store and process names, contact details and information relating to the child, and his or her parents or guardian and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for school related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners.
 - Include photographs, with or without name, of the child in School publications, or in press releases, or in the School's social media pages or website, to celebrate the School's or any child's activities, achievements or successes.
 - Supply information and a reference in respect of your Child to any educational institution which you propose the child may attend. The School will take care to ensure that all information that is supplied relating to the child is accurate and any opinion given on his or her ability, aptitude and character is fair. However, the School cannot be held liable for any loss the child or parent is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report so given.
 - Inform any other school or educational institution to which it is proposed to send the child of any outstanding fees.
- This contract will terminate when the child completes the School's curriculum and any exit examination offered at the end of your child's schooling, unless otherwise terminated on the terms of the contract.
- The parent has the right to cancel the contract at any time, for any reason, provided that the School is given a full term's notice, in writing, of this intention before the withdrawal of the child from the School. Alternatively, a **full term's fees** (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational

services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the parent have elected to pay annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

- If notice to remove the child from the school is retracted, it must be done in writing; however, there is no guarantee that your child will have a space in Capulum College if your notice is retracted.
- The parent(s) chooses the residential address set out in Annexure A of the Enrolment Contract as their chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications from the School.
- The parent(s) confirm that all the particulars furnished or that may be furnished to the School on the contract or otherwise from time to time are or will be, to the best of their knowledge and belief, full, true and accurate.
- The parent(s) undertakes to advise the School in writing of any changes to the details included in the contract.
- The contract is governed by South African law. The parties agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by the parent(s) as a liquidated debt or debts to the School in any Magistrates' or High court having jurisdiction.
- The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. Any variations will be sent in writing and acknowledged and signed by all parties and will be included either as a new agreement or as an addendum to the contract.