BRIDGE HOUSE

CONDITIONS OF ACCEPTANCE

1 These conditions of acceptance form the basis of an agreement between BRIDGE HOUSE SCHOOL (the "School"), the BRIDGE HOUSE EDUCATIONAL FOUNDATION and the parents / guardians of the pupil.

2 In terms of this agreement, any reference to any one gender includes the other genders (where applicable).

3 The reference to any word in the singular shall include a reference to the plural (where applicable); and a reference to the plural shall include a reference to the singular.

4 A reference to a natural person includes a reference to a juristic person – i.e. a non-natural person such as a Company, Close Corporation or Trust (where applicable); and any reference to a juristic person includes a reference to a natural person.

5 Any reference to the Head shall be deemed to include any person acting as Head from time to time or any other member of the teaching staff who may be designated by the School to discharge all or any of the duties of the Head from time to time or to represent the School in any respect concerning any activity in which the pupil may be involved during or after School hours whether on the School’s premises, in transit or elsewhere, concerning the application of the School’s rules or the observance and enforcement of these terms and conditions. Any reference to any other specific office bearer, whether a member of the staff or a pupil, shall include the deputy of such person and any person temporarily performing the duties of that officer or any person designated by the School to act in any position of authority over the pupil.

6 All persons signing this form agree that they are jointly and severally liable for payment of the Development Fund Contribution and for the settlement of the fees account and / or other charges and disbursements made in respect of the pupil. If fees and charges and disbursements are to be settled by another person, this form must be accompanied by a signed letter from that person accepting responsibility for the above account/s.

7 Development Fund contributions are payable in advance at the time of acceptance, or as subsequently amended in writing. This contribution is a donation with loan features.
and bears no interest during the conversion period. The parents/guardians agree that any portion of the Development Fund Contribution which has not been converted to an irrevocable donation may be used by the School to offset any outstanding account at the time of withdrawal or removal of the pupil.

8 School Fees are payable in advance according to the payment plan selected at the time of acceptance. Statements will be issued in advance and will include any additional charges incurred. Should any amount not be paid by the due date, interest will be charged at the prime bank rate plus 2% (two percent). The School reserves the right to refuse entry to the pupil or to require him/her to leave the School on one (1) month’s written notice should any of the aforesaid amounts not be paid by the due date.

9 The Board and Trust will endeavour to only increase fees annually in January of each year but reserve the right to increase the fees on a term’s notice should it be deemed necessary. Any interest accrued on fees paid in advance is income to the school. These payments will be used to settle the account should the required notice periods not be given when withdrawing a pupil from the school.

10 If, according to the laws of South Africa, a pupil is not a South African resident and/or requires a (temporary or permanent) residence permit and/or requires a visa to study at the school, the responsibility of applying, obtaining and maintaining those visa(s) rests entirely with the parents or guardians. The school reserves the right to suspend the pupil from attending school should they not hold a valid passport and until a valid study visa has been issued. Documentation required to travel into or out of South Africa is the sole responsibility of the parents or guardians. The school or any of its employees or office-bearers shall not under any circumstances be liable for any fines, travel or legal costs arising from the absence of a valid visa(s), travel documentation or passport or incurred as a result thereof, and the parent/guardian hereby indemnifies the school or any of its employees or office-bearers against such fines and costs.

11 In the event of the withdrawal of the pupil from the School and/or the Boarding House prior to the completion of Grade 12, one (1) School term’s notice must be given in writing, failing which the next term’s fees will become due in lieu of notice. In the event that the school finds that the relationship between the School and the parents/guardians has deteriorated irretrievably, the School reserves the right to give one (1)
School term’s notice in writing to the parents / guardians where-after the pupil shall be unconditionally withdrawn from the School.

12 The Head or his / her authorised nominee is authorised and empowered to perform any reasonable act *in loco parentis* when the parents’ / guardians’ specific authority cannot reasonably be sought or obtained in time.

13 The parents / guardians accept that the School develops, reviews or discards School policies from time to time, e.g. the HIV AIDS Policy, and other policies related to health and safety, substance abuse, etc. These policies are available on the School’s website and are updated from time to time. Parents / guardians agree to adhere to these policies, even though these policies are not specifically incorporated into the agreement of Acceptance of Place.

14 The parents / guardians undertake to support and abide by the School’s Disciplinary Code and associated rules, regulations and policies, as well as any amendments which may be made to them from time to time and which are available on the School’s web site. This includes any disciplinary action which may be taken in terms of the School’s Disciplinary Procedures, which will be updated from time to time. The parents / guardians acknowledge that they are aware of the Pupils’ Code of Conduct and that they have read and understood it. They also acknowledge that this Code of Conduct extends to all aspects of school life including the virtual world and behaviour such as laid out in the Schools’ IT policy and specifically behaviour on social media.

15 The Head is empowered to discipline and/or suspend and/or expel the pupil for any cause judged by him/her, in consultation with the staff, to be sufficient, and after affording the pupil a fair hearing, including but not limited to any breach of the School’s Disciplinary Codes in which event no rebate of fees will be allowed.

16 The parents / guardians undertake to ensure that the pupil arrives at School punctually, and attends School on the days and at times determined by the School. Any absence will be notified to the School office in advance, or at the latest by 08h00 on the day of absence. The School is entitled to expect a doctor’s note in the event of absence through illness for more than two days and in the case of a pupil being absent for any formal College assessment, a doctor’s note for that specific day is required. Leave of absence for any reason must be requested in writing, and will be granted at the sole discretion of the Head or a person to whom he / she delegates such authority.
17 The parents / guardians undertake to ensure that the pupil wears the uniform items set out in the School’s uniform requirements and as amended from time to time. They further agree that the pupil’s personal appearance while at School or taking part in any of its extramural activities, sporting events, functions, outings, etc. will comply with the School’s requirements and that if required to do so, the pupil will wear the correct school uniform on such occasions. The School reserves the right to outfit the pupil at the parents’ / guardians’ expense should the pupil not be wearing the required uniform.

18 The parents / guardians are aware that Bridge House is a multi-faith School and is not affiliated to any religion, religious denomination or religious beliefs. Bridge House is a value-based school as defined on the website.

19 The parents / guardians undertake that the pupil will participate fully in the School’s curriculum, including its compulsory sports and extramural programmes, functions, trips and outings, as determined from time to time by the School. In particular, parents / guardians accept that selection for a school team obliges the pupil to take part in the event or match for which he / she has been selected.

20 The parents / guardians consent to the pupil taking part in all the activities of the School, including extra-curricular activities such as games, sports, educational tours and excursions. The parents / guardians acknowledge and accept that, while the School will take all reasonable precautions to ensure the safety and well-being of the pupil, these activities may be undertaken in environments that cannot be controlled or regulated by the School, and involve certain inherent risks which may include serious injury and death.

21 The parents / guardians agree that if a medical emergency arises during any activity at the School (or elsewhere if under the School’s care at the time) which requires that the pupil be airlifted to a medical facility, the School may use the medical rescue service to which it subscribes. In less serious cases, the parents / guardians agree that the School staff may act in the light of the medical information supplied to the School on the pupil’s application form and medical information form, or as subsequently supplied and updated by the parent. The onus is on the parents or guardians to update their personal contact details and the pupil’s medical information with the school.
22 The parents / guardians undertake to timeously disclose to the School full details of any medical condition suffered by the pupil and/or in respect of which the pupil may be at risk. This includes the taking of chronic medication and any known barriers to learning.

23 The parents / guardians acknowledge and agree that neither the School, its officers, staff, employees, nor any service providers or other persons formally engaged by the school to provide services or to coach sport or teach any extra-mural or extra-curricular activities (collectively "the Indemnified Persons"), shall be liable for (and accordingly the parents / guardians indemnify the Indemnified Persons against) any loss or damage of whatever nature (including but not limited to loss or damage to property, injury or death) and howsoever arising (including but not limited to in connection with the pupil’s attendance at the School, participation in any activities of the School (including extra-curricular activities such as games, sports, educational tours and excursions) and/or presence on the School premises, and/or arising during transportation of the Pupil by or on behalf of the School, to or from another place), but excluding any loss, damage, injury or death arising directly or indirectly as a result of the wilful default or gross negligence of the School or any person acting for or controlled by the School (for the purposes of this clause 23, a fellow pupil of the School shall not be deemed to be "controlled" by the School).

24 The parents / guardians are advised to take adequate insurance to cover any loss or damage or injury or death for which the School or any other Indemnified Person is not liable pursuant to clause 23 above.

25 By entering into this Contract, and unless the parents / guardians at any time instruct the School expressly and in writing to the contrary, the parents / guardians specifically consent to:

25.1 the School collecting, storing and processing relevant credit information about the parents / guardians or any other party (as contemplated in clause 5) who may be involved in the payment of any or all amounts comprised in the Fees;

25.2 the School collecting, storing and processing names, contact details and information relating to the parents / guardians, any party responsible for the payment of the Pupil’s fees, and the Pupil, and making such information available to other parents, legal guardians, staff or responsible persons
engaged or authorised by the School for School-related purposes, to the extent required and for the purpose of managing relationships between the School, parents, legal guardians and current Pupils, as well as for providing references and communicating with the body of former Pupils;

25.3 the School including photographs, with or without the name and without any expectation of remuneration to the pupil or family of the Pupil in School publications, newsletters, newspapers and Internet sites and other such publicity media or in press releases to celebrate the School’s or the Pupil’s activities, achievements or successes or for the school’s promotional / marketing purposes.

25.4 the School supplying information and a reference in respect of the Pupil to any educational institution which the parents / guardians propose the Pupil may attend. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude and character is accurate and fair. However, the School cannot be liable for any loss the parents / guardians or the Pupil is alleged to have suffered resulting from opinions reasonably given, or statements of fact contained, in any reference or report given by the School; educational institution which the parents / guardians propose the Pupil may attend;

25.5 the School informing any other School or educational institution to which the parents / guardians propose to send the Pupil of any outstanding fees; and the Head informing any other School or educational institution to which the parents / guardians propose to send the Pupil of any issues relating to the Pupil’s education or behaviour, where the School has been asked to provide such information.

25.6 the school monitoring social media and where necessary instituting disciplinary measures and /or legal proceedings if deemed necessary.

26 The parents / guardians agree that they will not hold the School, its staff and their agents liable for any possible actions resulting from any privacy or copyright issues which may arise as a result of the School’s actions taken under clause 25.

27 While the school undertakes to take reasonable measures to keep abreast of tertiary institution entry requirements, the onus is on the parents or guardians and
pupils/students to research the entry requirements of such institutions and/or courses and to ensure that they meet such requirements.

28 The parents / guardians undertake to advise the School of any changes in family circumstances which may affect the life of the pupil at school and/or his/her ability to properly undertake and complete his/her educational or extra-curricular activities or duties.

29 The parents / guardians consent to the jurisdiction of the Magistrate’s Court in the event of legal action arising out of this agreement.

30 In the event of the School having to take legal action in terms of the agreement, where such action arises from any act or omission by the parents / guardians in contravention of the agreement, the parents / guardians undertake to pay all legal costs incurred by the School on an attorney and client scale including tracing fees and collection commission paid by the School to its attorneys.

31 The domicilium citandi et executandi of the parents / guardians will be the residential address stated above, at which address all notices may be given and all legal process served. A notice which is sent by registered post in a correctly addressed envelope to the address specified above will be presumed to have been received five days after the date it was posted. A notice which is given by facsimile to any facsimile number or by email address provided by the parents / guardians shall be presumed, until the contrary is proved, to have been received on the next day after transmission. Foreign-based parents / guardians must furnish a South African domicilium citandi et executandi at which address all notices may be given and all legal process served in accordance with this clause.

32 The School has the right to amend these terms and conditions upon one (1) month’s notice to parents / guardians and such amendments will be binding on the aforementioned.

33 In the event that a pupil reaches legal majority during his/her school career, the pupil will be required to ratify any preceding actions by the parents / guardians pursuant to this agreement and undertake to be bound by this agreement by countersigning the agreement.

34 This agreement constitutes the entire agreement between the parties and no prior or other agreements, representations, policies, intentions or warranties, or any
subsequent variation of the terms of the agreement, shall be binding on the parties, except if reduced to writing and duly signed.