



BRIDGE HOUSE

PRE-PRIMARY · PREPARATORY · COLLEGE

ACCEPTANCE OF PLACE

Particulars of student:

Surname: _____ Date of birth: _____

First names: _____

Date of entry: _____ Grade: _____

Particulars of parents/guardians: Parent 1 / Guardian

First Names: _____

Surname: _____

ID / Passport No: _____

Residential address: _____

Postal address (for all correspondence):

Email: _____

Telephone: (h) _____ (w) _____

Cell _____

Occupation: _____

Please initial page:

Please initial page:			

Particulars of parents/guardians: Parent 2 / Guardian

First Names: -----

Surname: -----

ID / Passport No: -----

Residential address: -----

Postal address (for all correspondence):

Email: -----

Telephone: (h) ----- (w) -----

Cell -----

Occupation: -----

We jointly and severally accept a place at Bridge House School for the above student and hereby agree to the conditions of acceptance of a place, as printed in this document, which we have read and understood. We attach a proof of payment for the non-refundable Placement Fee.

We choose and agree to pay tuition fees according to payment plan chosen below:

<u>Monthly per debit order</u>	<u>Termly</u>	<u>Annually</u>

IMPORTANT NOTICE:

The Conditions of Acceptance which you are entering into below contain clauses which appear in this notice and which:

- may limit the risk or liability of the School or a third party; and/or
- may create risk or liability for you; and/or
- may require you to indemnify the School or a third party; and/or
- serve as an acknowledgement, by you, of a fact.

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Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this Contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the School in terms of the Consumer Protection Act, No. 68 of 2008.

CONDITIONS OF ACCEPTANCE

- 1 These conditions of acceptance form the basis of an agreement between BRIDGE HOUSE SCHOOL (the "School") and the parents / guardians of the student.
- 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 student 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 student, 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 student.
- 6 All persons signing this form agree that they are jointly and severally liable for the settlement of the Bridge House school fees account and / or other charges and disbursements made in respect of the student. If fees and charges and disbursements are to be settled by another person, this form must be

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accompanied by a signed letter from that person accepting responsibility for the above account/s.

- 7 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. The School reserves the right to refuse entry to the student 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.
- 8 The Capital Development Levy is a non-refundable contribution that can be paid as a single payment or over the first three years of your child's education at Bridge House. This levy will be invoiced to your account as you have chosen on this Acceptance of Place form below. Please see the fee schedule for the annual, termly or monthly options. Section 18A donation certificates will be issued on the anniversary of the entrance date of your child each year or in accordance with prevailing tax laws.

<u>Monthly per debit order</u>	<u>Termly</u>	<u>Annually</u>

- 9 The Board will endeavour to only increase fees and levies 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 student from the school.
- 10 If, according to the laws of South Africa, a student 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 student 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 costs 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.

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- 11 In the event of the withdrawal of the student from the School and/or a Boarding House prior to the completion of Grade 12, one (1) School calendar 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 calendar term's notice in writing to the parents / guardians where-after the student 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. Policies relevant to the school and parent / guardian relationship 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 Students' 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 School's IT policies and specifically behaviour on social media.
- 15 The Head is empowered to discipline and/or suspend and/or expel the student for any cause judged by him/her, in consultation with the staff, to be sufficient, and after affording the student 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 student 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 student being absent for any formal College assessment, a doctor's note for that specific day is required. Leave of absence for any

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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 student wears the uniform items set out in the School's uniform requirements and as amended from time to time. They further agree that the student's personal appearance while in uniform will comply with the School's uniform policy and this includes whilst 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 student will wear the correct school uniform on such occasions. The School reserves the right to outfit the student at the parents' / guardians' expense should the student 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 student 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 student to take part in the event or match for which he / she has been selected.
- 20 The parents / guardians consent to the student 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 student, 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 student be airlifted to a medical facility, the School may use the medical rescue service which is best suited to the situation. 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 student'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 student's medical information with the school.

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- 22 The parents / guardians undertake to disclose to the School full details of any medical condition (physical or mental) suffered by the student and/or in respect of which the student 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 student'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 Student 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 student 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 student's fees, and the student, 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 students, as well as for providing references and

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communicating with the body of former students;

- 25.3 the School including photographs, with or without the name and without any expectation of remuneration to the student or family of the student in School publications, newsletters, newspapers and Internet sites and other such publicity media or in press releases to celebrate the School's or the student'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 student to any educational institution which the parents / guardians propose the student may attend. The School will take care to ensure that all information that is supplied relating to the student 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 student 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 student may attend;
- 25.5 the School informing any other school or educational institution to which the parents / guardians propose to send the student of any outstanding fees; and the Head informing any other school or educational institution to which the parents / guardians propose to send the student of any issues relating to the student's education or behaviour, where the School has been asked to provide such information.
- 25.6 the School monitoring all social media platforms and where necessary instituting disciplinary measures and /or legal proceedings if deemed necessary.
- 25.7 The School's Educational Support Unit (ESU) providing professional counselling to the student from time to time when such counselling is requested by the student. These professional consultations are bound by the confidentially ethics as laid out by the Health Professionals Council of South Africa (HPCSA).
- 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.

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- 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 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 student 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 sent by an email to an address provided by the parents / guardians shall be presumed, until the contrary is proved, to have been received by the next day after transmission. Parents / guardians who reside outside South Africa 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. Parents / guardians undertake to inform the school immediately to any changes to the details furnished on page 1.
- 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 student reaches legal majority during his/her school career, the student will be bound by any preceding actions by the parents / guardians pursuant to this agreement until they leave the School.

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34 Protection of Personal Information Act provision. When you sign this contract, you give us your consent to:

- 34.1 Collect, store, and share credit information about you, the payer, and any divorced or separated parent responsible for paying fees.
- 34.2 Inform any other school or educational institution to which you propose to send your child to of any outstanding fees.
- 34.3 Collect and store names and contact details about yourself and your child and share names we authorise for school-related purposes. We undertake to only share this information to the extent and contact details about yourself and your child with other parents, legal guardians, staff or other people needed to: manage relationships between the school, parents, legal guardians, and current students; provide references; communicate with the body of former students.
- 34.4 Include photographs, with or without name, of your child in school publications, or in press releases to celebrate the school's or your child's activities, achievements, or successes; have my child's Grade 12 examination sessions live streamed to the IEB [only] as required for monitoring and quality assurance purposes.
- 34.5 Supply information and a reference for your child to any educational institution which you propose your child may attend. We will take care to ensure that all information we supply about your child is accurate and that any opinion we give on their ability, aptitude and character is fair. However, we are not responsible for any loss you or your child may suffer from correct statements of fact we make or opinions we reasonably give.
- 34.6 If you wish to withdraw your consent, you must notify us in writing.
- 34.7 Any consent withdrawal [see above 34.6] that hampers the school's dealings with responsible parties or their children in matters that are professional, lawful and within reasonable expectation by the very nature of it being a school may result in withdrawal of education services via the cancellation of contract without prejudice and with rights to all penalties thereto.

I/we understand and accept the application of the Protection of Private Information Bill outlines as the school's practice, and that the full POPI Act's application on the D6 / Website is available for my reading.

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.

Both parents / guardians are expected to sign this document. If only one parent / guardian signs, he / she declares herewith that he / she is the child's legal guardian and is legally competent to sign the document.

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SIGNED at _____

on this _____ day of _____ 20____

PARENT 1 / GUARDIAN, who declares that he/she has the authority to do so.

PARENT 2 / GUARDIAN, who declares that he/she has the authority to do so.

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SIGNED: _____ DATE: _____

HEAD, who declares that he has the authority to do so

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