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CONTRACT OF ENROLMENT

Between

Chrysalis Academy

(Hereinafter referred to as The School) GDE Registration number: JN 700400579

Chrysalis Academy: Plot 1 Chartwell North Estates 083-308-0701

Initials:

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1. Indemnity

The Parent(s) hereby indemnify and hold harmless The School, or any of its employees, and/or authorised agents, against all claims for personal injury or death of The Learner/s, as well as any claim in respect of loss or damage to property belonging to The Learner or the Parents, while such Learner/s or property is/are in the care of or on the premises or under the control of The School or whilst such Learner/s and/or Property are being conveyed to or from, or is/are present at any function or activity/ies organised or participated in by The School.

2. Recommendations

The Parent(s) subject to Clause 1 above enrol/s The Learner in The School and agree to accept any recommendations made by The School in respect of placement, therapy recommendations, medical or educational requirements or alternative schooling should it become apparent that The Learner would be better placed in another class or at another institution.

3. Medical

- 3.1. The Parent(s)/Guardian(s) hereby authorises the Principal or Educator of The School to act "in loco parentis" in the event of any medical emergency affecting the Learner. Such authorisation shall include without limitation the right to procure the services of a medical practitioner and to sign any documentation necessary for the Learner to receive medical treatment, which may be considered reasonably necessary. The Parent(s) shall reimburse The School for any costs incurred in the exercise of such authorisation, subject to reasonable notification of such medical emergency communicated by the Principal or Educator to The Parents.
- 3.2. The Parents are obliged, if applicable, to provide to the School with the details of any Medical Aid under which the Learner is a beneficiary.
- 3.3. No child known or suspected to be suffering from an infectious or contagious disease, and no person who has been in contact with a person so suffering, shall be allowed on the premises while such a person/s is/are capable of communicating such infectious or contagious disease.
- 3.4. Parents undertake to inform The School of any adverse changes to The Child's health.
- 3.5. If a child is absent due to illness or for any other reason, The Parents are obliged to inform The School as to the reason for the absence. Medical certificates by recognised and duly affiliated Medical Practitioners must be supplied to The School confirming the reason for absence from The School after 2 consecutive days or during a test or examination.
- 3.6. Should a child be absent from school in the absence of a medical practitioner's certificate and/or a reasonable explanation as to such absence, or removed from school without transferring to another school, it will be incumbent upon The School to inform the authorities (DoE/GDE and/or SAPS or Child Services) thereof and legal steps may then be taken by these authorities. This is in compliance with the Child Act.
- 3.7. The School uses ER24 or Netcare911 for emergencies or medical support. Should a child need to be hospitalised for any reason, parents will be notified and the child will be taken to Life Fourways or another appointed hospital for immediate medical attention.

4. School Uniform

4.1. School Uniform is plain long grey or black trousers or short grey or black school shorts for younger boys and turquoise golf shirts (ordered and purchased from our supplier) with a plain grey or black school jersey and/or plain black dri-mac. Plain black sandals and/or plain black lace-up or buckle-up school shoes and plain grey or black socks in winter. A black or plain turquoise fleece jacket with a zip or plain black or grey school jersey may be worn. No logos of any kind are allowed on any clothing items. Plain colours only. Boys wear white long sleeved shirts and school ties with a plain black jacket in winter with long, grey or black socks. Girls wear white, long sleeved white shirts and plain black jackets in winter with long grey or black socks or grey or black tights.

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4.2. Girls shall wear grey skirts or culottes, skorts or pinafore dresses with no flesh revealed with the turquoise school golf shirts.

- 4.3. Jewellery, other than small sleepers or studs in pierced ears, simple necklaces or chains and watches is prohibited. No earrings are allowed for male learners.
- 4.4. No piercings or tattoos are permitted.
- 4.5. All items of clothing should be clearly labelled.
- 4.6. The above uniform as outlined in 4.1 and 4.2 will become irrelevant should more formal uniform items be provided as a pack for purchase by parents. The aim is to keep uniform costs as low as possible.

5. Cell phone and electronic equipment and devices Policy

- 5.1. No cell phones, PDA's, laptops, Xboxes, iPods, electronic games or any other electronic devices are allowed at school.
- 5.2. Notwithstanding the above, The Learner shall be allowed a cell phone for the purpose of communicating with a parent regarding transport arrangements and/or his/her whereabouts. Such cell phone must be kept in a schoolbag, out of sight and may not be operated during lessons under any circumstances. Should these rules be contravened, the device/s will be confiscated.
- 5.3. Should any Educator apprehend the Learner operating such Cell phone during Lessons, the School reserves the right for such Educator to confiscate the Cell phone to be returned at the end of the particular school day or a period decided by the Educator or Principal.
- 5.4. Learners who choose IT or CAT as high school subjects must provide their own electronic devices for their lessons and must ensure that these devices meet the requirements of the curriculum as well as the grade and requirements of the educator.
- 5.5. All electronic devices must be insured by the parent/s or guardian/s of the learner.

6. School Hours

6.1. Arrival and Departure times:

School commences at 08h00 and the Learner shall be expected to arrive before such commencement.

The Pre-Primary closes at 13h00

The Junior Primary closes at 14h00

The Senior Primary closes at 14h00

The High School closes at 14h30

On Fridays The School closes at 14h00 for everyone

Homework Sessions are provided by the School from 14h00 to 15h00 by arrangement between the Parents and the School.

Aftercare is provided from 14h00 to 17h30 by arrangement with the Aftercare Supervisor.

Aftercare is run as a separate entity to The School and is dependent on viability based on the number of learners using this service.

- 6.2. The Parent undertakes to ensure that the Learner arrives and departs The School at the above times.
- 6.3. Although every endeavour is made by The School to supervise the collection of Learners by either the Parents or a transport service, it cannot be held responsible for any incident that might occur due to the collection of a child outside of the above-mentioned hours. If the Parents communicate to the School specific needs regarding the collection of a Learner, the Parents are obliged to discuss such needs with the relevant Educator and inform the Administration Office of these needs in writing. Should The Learner be collected late, a period of 15 min grace will be allowed, after which the learner will be sent to Aftercare and the prescribed Aftercare rates will be payable to the Aftercare supervisor. Where a child is not regularly enrolled in Aftercare, an ad hoc fee will be charged for supervision. This rate will be based on R50 per 15 minutes.

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7. General

7.1. Chrysalis Academy is a Christian school and follows a Christian ethos. Learners will be exposed to Bible readings and lessons as well as prayers. We use the King James Version of the Bible.

- 7.2. The Language of instruction at the school is English.
- 7.3. Parents undertake to ensure that The Learner shall attend school on ordinary school days, subject to the provisions of clause 3 here above, and that he/she complies with the discipline, rules and regulations of The School as communicated by the School to the Parents from time to time and more specifically contained in the School's Code of Conduct.
- 7.4. Parents are encouraged to actively participate in the educational process, and are obliged to attend the compulsory parent interviews once a term to monitor the progress of The Learner.
- 7.5. Parents are not permitted to remove The Learner from The School during school hours, as set out above without prior notice given to the Principal or the relevant Educator.
- 7.6. Parents undertake to inform The School of any changes as to the domicile, telephone numbers, custody conditions and change of person/s responsible for the account.
- 7.7. The parties agree that this contract is an open-ended contract which do not need annual renewal. It is agreed and understood that any changes in address, banking details and other personal details pertaining to either parent or learner/s, must be updated as soon as this occurs.
- 7.8. Parents and learners are jointly and severally responsible for assignments and homework. The onus is on the parents and the learner to ensure that books and/or assignments and materials are provided or taken home to complete such tasks. Although the educators will remind learners and parents of such homework or assignments, it remains the responsibility of both parents and learners to ensure that work is done and handed in on time and at a standard as prescribed by the curriculum and/or the particular educator.
- 7.9. Should abusive or damaging actions by a parent, caregiver, guardian or relative cause the School's reputation to be brought into disrepute by any means or in any manner whatsoever, the Parent, person/s may be prohibited from entering the school premises and any and all interaction with such party/ies be terminated. The School may pursue any damages of any kind both, material or immaterial in nature, further in a court of law. The costs involved in such action will be for the account of the parent or other party/ies involved, based on a scale as charged on an attorney client basis at a rate set by the attorney representing The School.
- 7.10. Any damages to any and all school property caused by the Learner, whether intentional or accidental, will be for the parent's account.
- 7.11. Learners from other schools may only visit the school after consultation with the Principal. Written permission for such pre-arranged visits must be provided in writing by the parent/s or guardian/s of the learner/s and must be presented upon request.
- 7.12. In the case of divorced parents or where a learner is in foster care or living with a relative, The School will require a copy of the Court Order and Parenting Plan.
- 7.13. The School will not allow the learner to leave the school premises with another parent or relative, unless specifically so authorised and instructed in writing.
- 7.14. This contractual agreement will remain in force until either party gives the other the required full term's written notice in advance. It is thus not necessary to enrol the learner each year.

8. Suspension/ Expulsion

The Principal of The School reserves the right to suspend or terminate permanently The Learner's attendance and enrolment at The School according to the Code of Conduct of The School or under extreme circumstances should this be deemed necessary. The Parents are obliged to familiarise themselves with the Code of Conduct which stipulates rules and consequences of such transgressions. Should a learner not be able to keep up with either the level of academic work or programmes offered by The School or disrupt the learning of other learners in any way, The School may ask The Parents to remove the Learner from the School permanently without any liability for refunds or compensation of any kind. In the event of a parent or guardian defaulting on school fees or payment plans or AODs, the learner may be suspended from school. Should a learner be accepted to attend The School by special arrangement, but is unable to cope with the curriculum and academic demands, such a learner's continued attendance will be reviewed on a regular basis and

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appropriate recommendations made. This may also include, but is not limited to a recommendation for placement at an alternative school or appropriate facility that may be better equipped to meet the needs of such a learner.

9. Code of Conduct

The Parent(s) hereby acknowledges having received, read and understood the Code of Conduct of The School and agrees to be bound, both on their part and on behalf of the Learner, by the rules and consequences as published from time to time. Each learner needs to sign the agreement once it is explained to him/her to acknowledge that he/she understands the contents thereof.

10. Bullying

The School has a strict no-tolerance for bullying policy and hold parents and learners equally responsible in cases where bullying is reported. After investigation of any allegations of bullying, The School will exercise the right to suspend or expel any party found involved in bullying and will act in the best interests of all parties involved once such behaviour becomes apparent.

11. Substance Abuse

- 11.1. Learners may not have in their possession nor be consuming any substance deemed to be harmful including but not limited to alcohol, tobacco or narcotics.
- 11.2. Should a student be required to take prescription medication whilst at school, such Medication must be handed in at the Administrative office or relevant Educator, who shall be responsible for administering such medication. The School, in its sole discretion, may grant permission for Learners to carry medication should the circumstances require it.
- 11.3. The School reserves the right, as may be required by law, to report any suspected incidences by Learners of drug or alcohol abuse to the relevant authorities.
- 11.4. Drug testing may take place and should a learner be found to test positively for any narcotics, the learner will be expelled from The School with immediate effect.

12. Admission Policy and Requirements

- 12.1. No Learner shall be precluded from Enrolment at the School on the basis of race, gender, religion or creed.
- 12.2. The Learner should, however, be age appropriate for the class in which admission is sought. This is determined by the Gauteng Province Department of Education as prescribed from time to time.
- 12.3. Learners must possess the required level of academic competence to keep up with The School's curriculum. Under these circumstances, The School reserves the right to conduct a scholastic assessment prior to admitting the Learner. The School may deem a scholastic assessment unnecessary if there are other satisfactory and recently compiled reports available by recognised educational specialists or medical professionals.
- 12.4. Additional scholastic support may become a requirement of acceptance. The School shall not be obliged to provide such support but may refer the Learner to Service Providers supplying and/or offering such support. The School reserves the right to refuse entry or continued attendance at The School should such referrals which have been deemed essential for the Learner's progress, not be met.
- 12.5. Should The Parents withhold any information pertaining to a child's scholastic or medical (mental/behavioural/psychological) condition or medication requirements (past and present); The School may terminate the Learner's schooling with immediate effect and withhold all refunds whilst the Parents will remain liable for all outstanding fees.
- 12.6. Applications will not be considered unless all the required documentation and information is provided.
- 12.7. On processing the Application, The School may undertake a credit check and The School may deem it necessary to refuse acceptance or to charge an additional term's school fees to be held as a deposit and used in the event of non-payment of school fees. The Parents

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hereby provide their irrevocable consent for such credit checks to be performed at any of the recognised Credit Bureaus, either in South Africa or abroad.

13. Financial Matters

- Application, Registration, Enrolment Fees & Admission Fees are charged as required by The School
- 13.2. A non-refundable registration fee of **R500** is payable together with the submission of the application documents for pre-registration. This fee can be waived solely at the discretion of The School.
- 13.3. An enrolment or admission fee is payable upon enrolment. This fee is not refundable.
- 13.4. A minimum admission fee of at least one month's school fees is levied. The admission fee for Grades 8 to 12 is set at a higher rate. This fee covers expenses such as levies on the property as well as permanent internet connections, Wi-Fi, fibre etc.
- 13.5. The parents are obliged to give the School one term's (3 months or 4 months depending on the calendar followed in the year during which the learner enrols) written notice (handed in to The School **before** the commencement of the notice term) should a learner leave The School. Without prejudicing the right of the School to demand such notice, and at the sole discretion of the management of The School, such notice period may be waived by the School.

13.6. School Fees

- 13.6.1. School Fees are payable annually, termly or monthly over 12 months.
- 13.6.2. The School reserves the right to increase such fees annually or when necessary, after due and reasonable notice has been given to the Parents.
- 13.6.3. In the event of The School having to close due to unforeseen circumstances, notice will be given as soon as possible.
- 13.6.4. Parents electing to pay annually will receive a discount of 5% provided that their fees are paid on or before the dates stipulated on the invoice.
- 13.6.5. Termly fees (3 or 4 payments) are payable on or before the first day of commencement of each term of that calendar year. A discount of 2.5% will be given for termly payments.
- 13.6.6. Monthly fees (10 or 12 payments totalling the annual fee amount) are to be paid by debit order, on or before the first day of each month. The parents undertake to sign any or all documents required in order for the School to facilitate such debit order.
- 13.6.7. In the case of reduced fees or waived fees, which shall be granted solely at the discretion of The School Board, no refunds will be made of enrolment fees, deposits or any other payments due to The School.
- 13.6.8. Should The Learner who receives discounted fees or other discounts and/or waivers, leave The School without giving the required notice, all fees, calculated as per paragraphs 12 and 13 will become due and The School will fully retain and exert all legal rights in this instance.
- 13.6.9. Should the Learner enter The School during the course of a term, fees could be charged on a pro-rata basis. This is at the sole discretion of The School.
- 13.6.10. Interest will be levied on outstanding fees at 2.5% per month. Should fees remain unpaid, The School reserves the right to suspend the Learner until such time as the full arrear amount has been paid or a suitable payment arrangement is made. In circumstances where a payment plan is agreed upon, Parents are obliged to sign an Acknowledgement of Debt stipulating the terms of such payment plan.
- 13.6.11. Failure to pay the full outstanding amount or failure to adhere to the agreed payment plan, will lead to the debt being handed over to The School's debt collection agents or attorneys at the sole discretion of The School, the enforcement of which payment shall be levied at a cost calculated on the scale of Attorney to Client.
- 13.6.12. In the event of The School having to seek a ruling by a magistrate's court, the parent agrees to accept the ruling by such a court and will pay any outstanding fees and amounts for any additional expenses over to The School without prejudice.

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13.6.13. Parents/Debtors agree that The School has the right to place a garnishee order to a defaulting parent's salary to ensure that all outstanding fees are settled.

- 13.6.14. The School reserves the right to list any defaulting payees at any recognised Credit Bureau.
- 13.6.15. When the debit order option is selected, returned payments will incur bank charges accordingly. Should an account become overdue, the parent/debtor will be notified that such arrears must be rectified or a written arrangement be concluded with the School for payments.
- 13.6.16. No account shall remain unpaid by the Parent/s or debtor/s for a period exceeding 1 (One) month.
- 13.6.17. Parents may elect to pay school fees via Electronic Funds Transfer (EFT), provided that payments are made timeously and in accordance with this Agreement. Should these EFT payments not be paid in accordance with this Agreement, The School will be entitled to enforce payment via Debit Order, which the Parent/s or debtor/s agree to sign in order to facilitate such Debit Orders.
- 13.6.18. Should cash be deposited into the School's account, all bank charges will be for the parents' or debtor/s' account.
- 13.6.19. In the case of divorced parents, irrespective of court orders, the School will hold either parents and/or guardians or sponsors jointly and severally liable for all outstanding fees. This is in accordance with the High Court ruling pertaining to these matters.

13.7. Additional Costs

- 13.7.1. Text books, workbooks, reading and other programmes purchased for The Learner by The School, shall be for the account of the Parent. An annual Textbook Fee applies for every Learner, which amount shall be communicated with the Parent/s or sponsor/s prior to the commencement of the scholastic year wherever possible.
- 13.7.2. The Parents are obliged to purchase all stationery required for the Learner throughout the year such as pens and pencils. A stationery and supplies list is provided to the Parents.
- 13.7.3. School outings, school camps, theatre visits and participation in events outside The School curriculum are for the Parent's account unless stipulated otherwise.
- 13.7.4. All additional tutoring, extra lessons, extra-mural activities, therapies, assessments and counselling with the School Psychologist will be for the parents' account. This will be by pre-arrangement.

13.8. Increases

- 13.8.1. All school fees and other related charges are subject to increase from time to time usually annually.
- 13.8.2. The School does not charge VAT.

13.9. Financial Assistance

- 13.9.1. The School may, at its sole discretion, grant the parent/guardian/sponsor financial assistance on any legal terms and conditions it deems appropriate.
- 13.9.2. Should the parent/guardian qualify for financial assistance, such assistance shall be immediately revoked should the parent/guardian fail to pay any fees or other charges on time or in full. This includes any fees formerly waived. Parents/guardians who have had levies, fees or any other costs waived, will not receive any deposits or any other payments back once the child leaves The School. Any financial arrangements made with The School have to be honoured by the parent or guardian of the Learner. Should these parties default on the arrangements made with The School, the full fees without discounts will become payable and all arrears as well as interest will be added to the amounts due.

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14. Termination

14.1. Should the Parent/s wish to withdraw the Learner from The School for whatever reason, The School will require a **full term's notice** (three or four calendar months) which notice must be received no later than the day **prior** to the commencement of that notice term.

- 14.2. Notice must be given in writing, either via letter or email. The Parent shall remain liable for all school fees and other charges that may become due and payable during the notice period.
- 14.3. Should timeous notice not be given, a full term's fees, at the rate applicable to that learner, shall be paid in lieu of notice.
- 14.4. Likewise, if the school elects for any reason to terminate this agreement, then it may do so, giving the parent a clear term's written notice of its decision to terminate the Agreement, unless circumstances as contained in clauses 8,9,10 and 11 entitles the School to terminate a Learner with immediate effect.
- 14.5. The School reserves the right to advise the school to which the learner is moving of non-payment of this Termination fee and any other outstanding fees and to withhold the Learner Profile and reports of the learner until such payment has been received.
- 14.6. Should The School not receive this termination fee and/or any additional outstanding fees due to The School, the debt will be handed over to our debt collection agents; for which costs the account holder or parent will be liable at a scale set by these agents.

I/WE declare that I/we understand the terms and conditions herein contained and that this contract and its addendums constitute the complete agreement between the parties. I/We accept full responsibility for the provision of all the information required. I/We further declare that all the information provided herein is the truth and thus binding on my/our conscience.

THUS done and signed at	on this theday of	
20		
Mother/Legal Guardian Signature	Father / Legal Guardian Signature	
Signed on behalf of The School at Chartwell on the	hisday of	20
For and on behalf of Chrysalis Academy Copies of Identity Documents of both parents / guard	dians are to be attached to this enroln	nent document

Initials:

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ANNEXURE A

The person responsible for paying school fees is:

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	;	SURNAME							
	II	ID NUMBER							
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