



St Catherine's School

CONDITIONS OF ENROLMENT OF PUPILS

1. DEFINITIONS

- 1.1 **Applicant:** The parent(s)/ guardian(s)/ custodian(s) or such persons acting "in nomine officio" on behalf of the pupil (as hereinafter defined);
- 1.2 **Pupil:** The individual in respect of whom Application Form has been submitted.
- 1.3 **Enrolment:** Enrolment as a pupil at the School in accordance with the Enrolment Application Form, together with any such terms and conditions as may specifically be agreed in writing between the parties.

2. APPLICATIONS

The School may accept Applications for future enrolment at the School in respect of any living individual eligible to attend the School. Any such Application is accepted on the understanding that neither the Applicant nor the School is obliged to enrol the prospective pupil at the School, it being understood however, that wherever possible and without liability in the event of a failure to do so, the School will give preference, between equal candidates, to the earlier applicant. All such Applications shall be accompanied by a nonrefundable fee, to cover administrative expenses, in an amount to be determined by the School, and reflected on the Application Form. Applicants authorize St Catherine's School to, inter alia, refer to Transunion ITC or any other concerns to obtain credit references required by the School and also authorise such concerns to provide all relevant information.

3. ORDER OF PROCEDURE

- 3.1 Initially an application shall be made for a prospective pupil on the Application Form.
- 3.2 The School reserves the right to require the pupil to write a placement test.
- 3.3 In the event that your application for enrolment is unsuccessful no reasons and/or right of appeal will be furnished or entertained.
- 3.4 The fact that a sibling is in the school does not automatically entitle enrolment.
- 3.5 Such Enrolment Applications shall be in the form specified by the School and shall be accompanied by a deposit in the amount to be determined by the School, and reflected from time to time on the Enrolment Form.
- 3.6 Such Enrolment Deposit is non interest bearing and is refundable upon termination of the enrolment of the pupil in accordance with these Conditions of Enrolment, and after deduction of any outstanding amounts due to the School. A refund of the Enrolment Deposit will only be considered after a written request has been submitted to the Head of School upon the withdrawal of the Pupil or the completion of Grade 12

4. ACCEPTANCE OF ENROLMENT APPLICATIONS

- 4.1 The submission of an Enrolment Application Form by the Applicant shall constitute a firm and binding offer, and the Enrolment of a pupil shall only take place when the School accepts such Enrolment Application by notice, in writing, to the Applicant.
- 4.2 In the event that a pupil, after Enrolment by the School, fails to attend the School, or is withdrawn by the Applicant other than on one term's notice, the Enrolment Deposit shall be forfeited.
- 4.3 St Catherine's School reserves the right to require that any pupil may be referred for medical and/or developmental assessments.

5. RULES AND REGULATIONS

- 5.1 The Applicants, by submitting an Enrolment Application Form agree, for both themselves (where applicable) and the Pupil, to comply with the rules, regulations, policies and procedures of the School, as enunciated by the Head of School, acting in his capacity as such.
- 5.2 In the event of any dissatisfaction on the part of any Applicant with such rules and regulations etc, or the implementation thereof, the Applicant shall be entitled to make written representations to St Catherine's School Board of Governors for a final decision on the matter.
- 5.3 The liability of the Applicant arising out of any enrolment in terms hereof shall be joint and several, and both parents/ guardians remain responsible for payment of any amount due to the School.

6. TERMINATION OF ENROLMENT

- 6.1 One month's written notice of termination of the Enrolment of a Pupil shall be given by the Applicant, failing which the refund of the Enrolment Deposit shall be forfeited.

Initial:

- 6.2 The School shall be entitled to terminate the Enrolment of any Pupil;
- 6.2.1 Summarily, and with immediate effect, if the Pupil is guilty of any conduct which, in the sole opinion of the School, is inconsistent with such Pupil's continued enrolment at the School, in which event the Applicant, after deduction of all amounts otherwise owing to the School, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such Pupil, but shall not be entitled to the refund of the Enrolment Deposit.
- 6.2.2 Upon one month's written notice, in which event the Applicant, after deduction of all amounts otherwise owing to the School, shall be entitled to the pro-rata refund of the Enrolment Deposit.
- 6.2.3 If, at the end of any Academic year, in the event of the Pupil, in the opinion of the School, having failed to pass such examinations as have been specified by the School, and which would otherwise entitle such Pupil to pass on to the following year of study, or is otherwise unsuitable for promotion to the following year of study. In such event the Applicant, after deduction of all amounts, the School may at its sole discretion offer the Pupil the opportunity to repeat the failed year, in which event the Enrolment of the Pupil shall be deemed to continue uninterrupted.

7. FEES

- 7.1 Unless otherwise specifically agreed in writing in each particular instance:
- 7.1.1 The fees to be paid by the Applicant shall be as set out in the Scale of Fees attached hereto, it being specifically recorded that such fees shall be subject to amendment by St Catherine's School from time to time, upon the giving of at least two months written notice to the Applicant;
- 7.1.2 The fees set out in the Scale of Fees hereto are not all inclusive and cover only those items specifically referred to in the Scale, and the Applicant hereby agrees to reimburse the School for all expenditure incurred by the School on behalf of the Pupil;
- 7.1.3 The fees, together with any other amounts owed to the School shall be paid monthly over ten (10) months in advance, free of exchange, deduction or set off by no later than the seventh day of each calendar month.
- 7.1.4 Payments delayed after the due date for payment shall accrue interest charges compounded monthly at the maximum rate permissible by law or at such lesser rate determined by the School from time to time;
- 7.2 In the event that any payment is not made on due date and remains unpaid for fourteen (14) days after written notice to the Applicant calling for such payment, the School shall be entitled, but not obliged, and without in any way prejudicing any of its other rights in terms hereof or otherwise, to cancel the Enrolment of the Pupil forthwith. In such event the School shall be entitled to retain, as a penalty, the Enrolment Deposit, or to recover from the Applicant such damages as it may suffer as a result of such cancellation, and shall be entitled to apply SET OFF against such monies as may be owed by the School to the Applicant.

8. INDEMNITY

The Applicant hereby indemnifies and agrees to hold harmless the Board of Governors of the School, the Head of School, its Principals and Staff, or their authorized agents or representatives, against any and all claims, howsoever arising, including negligence, but not gross negligence, arising out of any injury, death, loss, damage, costs or expense, including legal costs, suffered as a result of or during the Enrolment of the Pupil at the School.

9. AMENDMENT OF THESE CONDITIONS OF ENROLMENT

The School shall be entitled to amend the Conditions of Enrolment upon one term's written notice to all Applicants.

10. NOTICES

- 10.1 For the purposes hereof the Applicant chooses as "*domicilium citandi et executandi*" the address set out on the Enrolment Application Form forming part hereof, or such other address as may be specifically notified in writing to the School as an amendment to the Applicant's specified "*domicilium*".
- 10.2 For the purpose hereof, the School chooses as "*domicilium citandi et executandi*" St Catherine's School, 31 Piercy Avenue, Parkhill Gardens, Germiston. P O Box 5013, Delmenville 1403, Gauteng, SA.
- 10.3 All notices required to be given in terms hereof, shall be in writing, and shall either be hand delivered to the School, (in which event the onus on proving receipt by the addressee shall be on the sender of such notice), or shall be sent by registered post to the applicable "*domicilium*".

11. GOVERNING LAW AND DISPUTES

- 11.1 The Contract shall be construed and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 Any disputes arising between the parties in respect of this Agreement shall, at the option of the School be justifiable in the Magistrate's Courts of South Africa, notwithstanding the fact that the dispute might otherwise have fallen outside the jurisdiction of such Magistrate's Court and the Applicants hereby consent to such jurisdiction.
- 11.3 All costs awarded in favour of the School shall be on the Attorney and Own Client scale.

Initial: