

GREYTON HOUSE

CONTRACTUAL TERMS AND CONDITIONS

ADMISSION: The selection of the right school to suit your child's personality and interests is one of the most difficult decisions a parent can make. Greyton House Independent Village School endeavours to place the individual needs of each child as a priority and will do everything possible to inform you of all the school has to offer so that you are able to make an informed decision.

TERMS AND CONDITIONS

DEFINITIONS: Unless the context clearly indicates otherwise, the following words and expressions will have the meanings assigned to them and words in the plural will also include the singular and a particular gender will also indicate the other.

SCHOOL: Greyton House Independent Village School is a registered N.P.O (a not-for-profit organisation) incorporated in accordance with the laws of the Republic of South Africa and acting through the Board of Governors in terms of the Constitution of the School.

BOARD OF GOVERNORS: The governing body of the School, appointed in terms of the Constitution of the School.

EXECUTIVE MANAGEMENT COMMITTEE (EMC): A Sub Committee of the Board of Governors responsible for Day to Day running concerns of the School.

PRINCIPAL: The individual representing the EMC who is authorised to assume responsibility for managing the Academic, Administrative and Operational functions of the School

PARENT COMMITTEE: Duly elected by parents of Greyton House pupils.

PARENTS: The parent(s) or guardian(s) or custodian(s) or such other persons acting in nomine officio on behalf of the pupil/s (collectively known as "Parents").

PUPIL: The individual in respect of whom an Enrolment Application has been accepted by the School.

ENROLMENT: Acceptance as a Pupil at the School in accordance with these Terms and Conditions of Enrolment, together with such other terms and conditions as may be specifically agreed in writing between the parties.

APPLICATION FOR ENROLMENT:

The School shall not be obliged to accept any application for enrolment. The Governing Body will generally give preference, in the event of equal ranking candidates, to a prospective pupil where there is the prospect of pay fees in full.

ENROLMENT PROCEDURES:

Application for enrolment of a prospective pupil shall be made on the Enrolment Application Form as specified by the School from time to time.

A prospective pupil may be invited to complete/undergo an Entrance Examination set by the School

ACCEPTANCE OF ENROLMENT:

The signature hereof by the Parents and on behalf of the School shall constitute a binding agreement between the parties.

Such agreement shall be subject to the terms and conditions contained herein and also the Disciplinary Code and Procedure of the School, which is available for inspection at the office of the School and which shall be deemed to have been incorporated herein.

In the event that a pupil, after enrolment by the School, fails to attend the School or is withdrawn by the Parents other than after one term's written notice, the deposit of a terms fee shall be forfeited (See below under Fees). If the rule of one term's notice is adhered to, the deposit will be returned in full.

RULES & REGULATIONS

By their signature, the Parents agree for both themselves (where applicable), and the Pupil, to comply with the rules, regulations, policies and procedures of the School as communicated from time to time, by the Principal of the School.

Both parents, where applicable, shall be jointly and severally liable for their child's obligations arising out of these Terms and Conditions.

TERMINATION OF ENROLMENT

The Parents may terminate a pupil's enrolment upon one term's written notice to the School, failing which the full amount of the following term's fees shall become due and payable.

The School shall be entitled to terminate the enrolment of the Pupil under the following circumstances:

a) In accordance with the provisions described in the Disciplinary Code and Procedure of the School, in which event the parents will be entitled to a refund of a pro-rata proportion of any fees already paid in advance in respect of such Pupil, after deduction there from of any money owing to the School by the parents from any cause whatsoever.

b) At the end of any Academic year, in the event that the Pupil, in the opinion of the School, has failed to successfully pass such examinations as have been specified by the School and which would otherwise entitle such a pupil to pass on to the following year of study, or is otherwise unsuitable for promotion to the following year of study.

In the event of b above, the School may in 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.

FEES

Unless otherwise specifically agreed in writing in each particular instance:

The fees payable by the Parents shall be as determined by the School and which may be varied at the instance of the School upon the giving of at least one month's written notice to the Parents.

The School fees are not all-inclusive and include only those items specifically referred to in the fee schedule. Parents will reimburse the School for all expenditure over and above the normal Fees commitment incurred by the pupil in authorised extra mural activities.

A certificate signed by the Principal of the School certifying the amount owing to the School, shall be *prima facie* proof of the debt.

Timely payment of school fees is critical to the ongoing fiscal well-being of The School. On enrolment of a learner the Parents of the learner undertake the responsibility to make payment of school fees as and when school fees become due.

The schools shall take all commercially and legally reasonable steps to enforce legitimate reimbursements.

In the event that any payment is not made on due date and remains unpaid for 14 (fourteen) days after written notice to the Parents calling for such payment, the School shall be entitled, but not obliged, and without in any way prejudicing any of its rights in terms hereof or otherwise, to terminate the Enrolment of the Pupil forthwith, or to suspend the Pupil until such a time that all outstanding fees are paid in full. In the event, the School shall be entitled to recover from the Parents such damages as it may suffer as a result of such termination and shall be entitled to apply SET-OFF against any money that may be owing by the School to the Parents.

FUNDRAISING AND VOLUNTARY HOURS

Parents are required to volunteer 30 hours of their time per year to assist with school events and fundraising. The school will set up a register to effect proper timekeeping of the hours effectively spent by the parents as set out above.

CONSENT

The Parent consents to The School disseminating their names and contact details only to other parents, staff or responsible persons engaged or authorised by The School related purposes, unless at any time they instruct The School in writing to the contrary.

The Parents consents to The School including photographs, with or without the name, of the Pupil in publications, or in press releases, or on the School's website, to celebrate The Schools or the child's activities, achievements or successes, unless at any time they instruct The School in writing to the contrary.

INDEMNITY

The Parents hereby indemnify and agree to hold harmless the Board of Governors, the EMC, the Principal and Staff, or their authorised agents or representatives, against any claim of whatsoever nature, including negligence, arising from any injury, death, loss, damage, cost or expense, including legal costs suffered as a result of or during the Enrolment of the Pupil at the School.

The School will not enter into any verbal agreement with any party. Written agreements will supersede any existing verbal arrangement with any party. There will be no exception to this condition.

INTERACTION POLICY BETWEEN PARENTS, CHILDREN AND GREYTON HOUSE STAFF

All members of the School community have the right to dignity and to be treated in a manner consistent with providing an environment conducive to effective education and learning. The School promotes an environment of trust in which criticism may be both made and received constructively. The School shall take the appropriate action necessary to ensure that this environment is maintained and fostered and to prevent harm that may be caused by behaviour adverse to this aim.

This policy shall apply to the Parents of learners enrolled at GHIVS, the Pupils of GHIVS and the Staff of GHIVS.

For the complete policy statements, cautionary and grievance procedures, kindly refer to separate document: Interaction Policy between parents, children and Greyton House staff.

AMENDMENT OF TERMS AND CONDITIONS

The School shall be entitled to amend these terms and conditions upon two terms' written notice to all Parents who have Pupils enrolled at the School.

For the purpose hereof, the Parents choose as *domicilium citandi et executandi* their address set out on the Application Form, or such other addresses as the Parents may nominate from time to time by written notice to the School.

For the purpose hereof, the School chooses as *domicilium citande et executandi*, the following address: PO Box 242, Greyton 7233

All notices required to be given in terms hereof, shall either be hand delivered (in which event the onus of proving receipt by the addressee shall be on the sender of such notice) or shall be sent by prepaid registered post to the applicable *domicilium* address.

The requirements for a term's notice shall be deemed to have been satisfied where notices are received by the School or the Parents on or before on the last day of the school term preceding the term at the end of which the notice is to take effect., or if posted, where such notice is posted to the applicable *domicilium* address on or before the last day of the school term preceding the term at the end of which the notice is to take effect.

GOVERNING LAW

The Agreement between the School and the Parents, constituted by this document and any amendments thereto shall be construed and interpreted according to the Laws of the Republic of South Africa.

The Parents acknowledge that by their application to The School, that they agree to The School's terms and conditions as set out here and also declare that, to the best of our knowledge, all information provided is true and accurate.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

Parent Name & Surname

Parent Signature