



# Arbor Primary School

Ash Street, Northmead Ext 4, Benoni, 1501

P.O. Box 12117, Benornyn, 1504

☎ 011 849 4227    ✉ info@arbor-primary.co.za    🌐 www.arbor-primary.co.za

### CRITERIA FOR ACCEPTANCE:

- Live in Area
- Work in Area
- Sibling at Arbor
- School of Choice

Office Use:

Processed by: \_\_\_\_\_

Verified by: \_\_\_\_\_

## Agreement of Tuition

### LEARNER / PARENT VERIFICATION DETAILS

Online Ref: \_\_\_\_\_

GRADE \_\_\_\_\_ 20\_\_

CHECKLIST OF <b>CERTIFIED</b> DOCUMENTS TO ACCOMPANY FORM			
<i>Application will <b>NOT</b> be processed if any documentation is missing</i>			
Unabridged Birth Certificate		Recent Report	
Immunisation / Clinic Card		Transfer Card	
Parents ID documents	Mother		Father
Proof of Residence	<u>Home Owner:</u> - W & L account	<u>Rental:</u> - Lease agreement - Landlord W & L & ID - Affidavit	

DETAILS OF CURRENT SCHOOL / PRE-SCHOOL:
Name of School
Address:
Tel:
Has your child repeated any grade, if so please state year and grade?

LEARNER INFORMATION			
Surname of Learner:	Gender:	M	F
First Names of Learner (as per birth certificate):			
Date of Birth: <i>d d / m m / y y y y</i>	I.D. No.:	Present Age:	
Preferred Name:	Religion:		
Residential Address:			
			Postal code:
Home Language:	Nationality of learner *	Race:	
<i>*If not South African, copies of parents' residence, work permits, and child's study permit must be provided. Permits must be valid for at least a year from date of application.</i>		Date of arrival in S.A.:	
Brothers / Sisters at this school	Name:	Grade:	
	Name:	Grade:	

PARENT / GUARDIAN INFORMATION								
<b>PARENT 1</b>	Father / Guardian Surname:				Full Names:			
	I.D. No:				Occupation:			
	Residential Address ( <i>domicilium citandi et executandi</i> ):							
	How long have you resided at above address?							
	Postal Address:							
	E-mail address:							
	Tel. No: (home)				Cell No:			
	Marital Status:		Married		Separated	Divorced	Widow / er	Single
			In community	Out of community				
	Name of Employer:					Tel. No:		
Employer's Address:								

Initial: Parent 1: \_\_\_\_\_ Parent 2: \_\_\_\_\_

<b>PARENT 2</b>	Mother / Guardian Surname:			Full Names:				
	I.D. No:			Occupation:				
	Residential Address ( <i>domicilium citandi et executandi</i> ):							
	How long have you resided at above address?							
	Postal Address:							
	E-mail address:							
	Tel. No: (home)			Cell No:				
	Marital Status:	Married		Separated	Divorced	Widow / er	Single	Common Law
		In community	Out of community					
	Name of Employer:				Tel. No:			
	Employer's Address:							

GENERAL INFORMATION		
If parents are divorced, who has legal custody of the child:		
If parents are divorced / separated, with whom does the child reside (live with): <b><i>If divorced, kindly note that <u>both parents</u> are still liable for school fee payment, irrespective of any court settlement / agreement between the parties. (Attach a copy of divorce decree / settlement agreement).</i></b>		
Does your child have any allergies?		
Do you have any objections to your child participating in any extra-mural activities? If yes, please provide reasons:		
Do you have any objections in your child participating in any religious activities? If yes, please provide reasons:		
Does your child have any physical problems? (include certificates / doctor's note if possible)		
Does your child have any learning problems? (include documentation)		
Does your child require medication? (i.e. insulin, Ritalin, etc.)		
Has your child ever received professional assistance, i.e. OT, Speech Therapy / Assessments / Psychotherapy / Counselling? Please provide details.		
Medical Aid Name:	Medical Aid No:	Main Member:
Doctor's Name:	Doctor's Contact No:	

EMERGENCY CONTACT DETAILS OTHER THAN PARENT / GUARDIAN	
Name and Surname:	
Relationship to Learner:	
Tel. No:	Cell No:

Signed at \_\_\_\_\_ (place) on \_\_\_\_\_ (day, month, year)

**Parent 1:**  
Full Names: \_\_\_\_\_

**Parent 2:**  
Full Names: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## UNDERTAKING, TERMS AND CONDITIONS

1. I / we hereby apply to have the learner whose name appears on this form as a learner at ARBOR PRIMARY SCHOOL and confirm that he / she complies with the basic criteria as determined by the School.
2. I / we hereby certify that I / we have legal custody and / or guardianship in respect of the above-named learner. I / we further declare that I / we are the parent/s and/or legal guardian/s of the learner as defined in terms of the South African Schools Act of 1996 and understand that the term "parent/s" shall indicate such throughout this undertaking ("agreement").
3. Furthermore, I / we understand that any person who is not the biological parent or guardian of any child that they wish to admit to the school – shall, save in so far as they legally exempt, be required to accept responsibility of parent as defined in Section 1 of the Schools Act.
4. I / we undertake to adhere to the School Rules and Disciplinary Code and to the various amendments in the rules and disciplinary code that may be made from time to time.
5. I / we agree and consent that the School and the School's associates will act in *loco parentis* in any matter and at any time during which I / we have entrusted the learner into the care of the School and in this regard, I irrevocably consent and agree hereto.
6. I / we understand that while every reasonable effort will be made to prevent loss or damage to the learner, the learner's possessions, the School cannot be held liable for any and all claims, damages and / or losses which I / we and/or the learner may suffer.
7. I / we shall be liable for and pay all damages and/or losses which the School may suffer as a result of conduct, whether by act or omission, of the learner and/or I / we, being payable on the written demand of the School, inclusive of any legal costs.
8. I / we jointly and severally undertake to pay school fees and I / we understand, agree and consent the following:
  - a. Arbor Primary School is a Section 21 school in terms of the South African Schools act 84 or 1996. The annual school fees are compulsory as adopted by the majority of parents at the Annual General Meeting of the School Governing Body in November every year of the following year.
  - b. School fees are due and payable in advance on the first day of school every year. Parents will be invoiced for the annual school fees in January. Parents have the option of paying in full by the end of January each year or in eleven equal monthly instalments from January to November. School fees are payable by the 7<sup>th</sup> of each month if the monthly payment option in chosen. **If the parents elect to pay in 11 equal monthly instalments and subsequently default in any one of the said instalments, the full outstanding balance will accelerate and become immediately due and payable.**
  - c. Any discounts on school fees will be determined annually at the Annual General Meeting of the School Governing Body. In this regard the School and/or the School Governing Body shall not be obligated to allow a discount.
  - d. A fee equivalent to one month's school fees is payable once the learner is accepted at Arbor Primary School. This fee will be refunded to the parent/s upon a written request from the parent/s providing us with banking details for a refund when the learner leaves the school. The refund request must be made within 90 days of the learner leaving Arbor Primary School. No refunds will be paid after 90 days.
  - e. In terms of family law, parents are jointly and severally liable for the payment of school fees irrespective of their marital status.
  - f. In terms of Section 38 of the South African Schools Act, the parties to this agreement are liable to pay compulsory school fees.
  - g. In terms of Section 40 and 41 of the South African Schools Act, the school may legally enforce the payment of these compulsory school fees.
  - h. The parties to this agreement undertake to pay all legal fees on an attorney own client scale including but not limited to collection commission, and all disbursements, incurred by the School in the event of the School having to take legal action for the recovery of school fees.
  - i. Parents who are unable to pay school fees are entitled to apply for partial or total exemption from payment in terms of Sections 39 and 40 of the South African Schools Act. Applications for exemption of school fees must be made in writing to the school. The criteria for exemptions are determined by the Department of Education.
9. I / we undertake to give notice in writing of any intention to remove the learner from the School and furthermore to return any books and/or equipment to the School which the learner may have, which the School is entitled to.
10. I / we agree that the learner be permitted to undertake group Edu metric and Psychometric tests which have been approved by the Director of Education.
11. I / we agree that the learner is the compulsory school-going age and he / she will attend school regularly and will only be absent for medical reasons. I / we undertake to inform the principal of the learner's absence from School. Parents declare that they are prepared to produce a doctor's certificate when required.
12. I / we agree to provide the School with documentary evidence of any court orders or interdicts that may affect visitation rights to the learner. The School cannot be held responsible for contraventions of such court orders if this information is withheld.
13. I / we agree and consent / do not consent to the School and/or its associates using, distributing, storing, indefinitely retaining, publishing, processing and/or duplicating special personal information (as in the Protection of Information Act, 4 of 2013) which may include (but not limited to) the demographics and/or medical information of myself and my child.
14. I / we understand that the School and/or its associates requires the information including (but not limited to) for the following purposes:
  - a. Using the information for your child to participate and/or be involved in activities of all forms;
  - b. To comply with statutory requirements, including with regard to the identity and contact details of myself and my child;
  - c. To distribute, publish and/or store the information in digital, print and/or other media;
  - d. To advertise, promote and market the School.

Initial: Parent 1: \_\_\_\_\_

Parent 2: \_\_\_\_\_

15. I understand / consent that failing to consent to clauses 13, 14 and 16 in this document may result in my child and/or myself being *inter alia* excluded from School activities and may result in my child's achievements not being published.
16. I / we agree and consent to my child being transported by and/or on behalf of the School to and/or from any and/or all activities, including (but not limited to) such transport as made available, arranged and/or offered by the School.
17. I / we hold the School, its employees, agents, representative, all persons transporting your child and/or associated with any and all activities (the "associates"), blameless and indefinitely indemnified against any and all claims, damages, losses, costs and/or action, howsoever, whenever and whatsoever arising, including (but not limited to) from the child and/or you participating and/or being involved in any and/or all activities and/or being transported. This shall include (but not limited to) all costs and expenses which the School and/or the associates incurred and/or may incur.
18. I / we understand and agree that I and/or my child will not have any right of recourse against the School in the event that I and/or my child suffers harm, loss and/or damages.
19. I / we accept responsibility for immunising the learner against contagious diseases and normal infections and shall produce proof thereof if required to do so.
20. I / we accept the responsibility of the learner's transport to and from the School. I / we undertake to ensure that the learner is collected from Arbor Primary School by 14:30 every school day unless he / she is involved in an extra-mural activity in which case I / we undertake to make suitable arrangements. Alternatively, I / we will place the learner in a suitable aftercare facility.
21. I / we undertake to support the School's constitution and policy of admission (as well as the Code of Conduct), as defined and implemented by the School Governing Body. The School shall have the right to suspend the learner for any breach of the disciplinary code and / or Code of Conduct.
22. I / we understand that smoking in school uniform or on the school premises, and the abuse of any drug or alcoholic beverage is an infringement of the critical School rules and will not under any circumstances be tolerated.
23. I / we understand that the School may conduct credit enquiries with a credit information bureau and that the school may hold and process any information obtained on parents regarding their abilities and liabilities to pay school fees.
24. I / we agree that if parents fail to meet their school fee obligations, the School may record the parent/s' non-performance with a credit information bureau. I / we understand that any information conveyed to a credit information bureau by the school, will be available to other credit grantors and used in making credit risk management related decisions.
25. I / we accept that this agreement falls under the definition of Incidental Credit Agreement in terms of the National Credit Act. The School thus follows this legal framework in handling credit consumers.
26. I / we understand that the School reserves the right to verify all information supplied to them via this application. In the event of fraudulent documents submitted, the School reserves the right to de-register the learner and lay a criminal charge of fraud against any of the parties to this agreement.
27. I / we agree that this commitment in its entirety will be valid from the day on which it is signed by the parent/s to the day which the learner officially leaves the School. The School Governing Body reserves the right to reconsider the admittance of learners to the School.

#### POPI CONSENT

Please indicate (with an "X") whether you (on behalf of your child) consent or do not consent to clauses, 13,14. Should you not consent, the consequences in clause 15 may apply.

**I CONSENT**

**I DO NOT CONSENT**

#### TRANSPORTATION CONSENT

Please indicate (with an "X") whether you (on behalf of your child) consent or do not consent to clause 16 and 17.

**I CONSENT**

**I DO NOT CONSENT**

#### DECLARATION

*I / we hereby choose my / our domicilium citandi et executandi ("domicilium") being the address at which any notices regarding legal processes can be served on me / us (or deemed to have been served on me/us), should a dispute arise in respect of this agreement. I / we shall be entitled from time to time, by written notice to Arbor Primary School, to vary my / our domicilium to any other address within the Republic of South Africa, which is not a post office box or a post restante.*

**PARENT 1:**

**PARENT 2:**

Address:

Address:

FULL NAMES:

FULL NAMES:

SIGNATURE:

SIGNATURE:

WITNESS:

WITNESS: