



Arbor Primary School

Ash Street, Northmead Ext 4, Benoni, 1501

P.O. Box 12117, Benoryn, 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

Agreement of Tuition

PLEASE COMPLETE WITH A BLACK PEN

DO YOU HAVE ANY LEARNERS CURRENTLY IN THIS SCHOOL? Yes No

Name of other learner (s): _____

LEARNER INFORMATION

LEARNER

Full Names: _____

Surname: _____

Preferred Name: _____

Date of Birth: _____

ID Number: _____

Nationality: _____

Religion: _____

Gender: Male Female

Ethnic Group: _____

Home Language: _____

Dexterity: Left Right Both

Current grade: _____

Years in grade: _____

Any grades repeated: _____

Pre-Primary Attended: Formal Informal

Registered for social grant: Yes No

Receives social grant: Yes No

Social Grant No: _____

NEXT OF KIN INFORMATION

Name & Surname: _____

Contact Number: _____

Alternative number: _____

Relation: _____

INFORMATION OF PREVIOUS SCHOOL / NURSERY SCHOOL

First registration of learner in Gauteng: Yes No

Learner attended school last year: Yes No

If yes, in which Province/Country: _____

Pervious school: _____

Telephone number: _____

Highest grade in previous school: _____

Reason for leaving: _____

OFFICE USE ONLY

Family code: _____ Waiting list: _____

Register class: _____ Number on waiting list: _____

Admission number: _____ ID copy: Father Mother

Transfer card:

Proof of residence requirements: Proof of residence:

Homeowner: W&L Account Report card:

Rental: Lease agreement Birth certificate:

Landlord W&L & ID/Affidavit Clinic card:

Checked by: _____ Notes: _____

Approved by: _____

FAMILY INFORMATION

Family Status: Both parents Single parent—unmarried

Foster Care Children's home Single parent—Divorced

Other Re-composed Widow / Widower

Parents deceased: Mother Father None

LEARNER HEALTH INFORMATION

Chronic diseases: _____

Allergies: _____

Medication: _____

MEDICAL AID INFORMATION

Name: _____

Telephone No: _____

Member No: _____

Primary Member: _____

FAMILY DOCTOR INFORMATION

Name: _____

Telephone No: _____

Address: _____

Initial: Parent 1: _____ Parent 2: _____

BIOLOGICAL PARENT / LEGAL GUARDIAN 1 INFORMATION

Title: _____

Full names: _____

Surname: _____

Initials: _____

Preferred name: _____

ID number: _____

Nationality: _____

Marital status: Married Single Divorced Widowed
 Separated Common law marriage

Communication: SMS Email By hand

Mobile number: _____

Home tel: _____

Email address: _____
(domicilium citandi et executandi)

Is the learner living with this parent? Yes No

Residential address: _____
(domicilium citandi et executandi)

Postal address: _____

Occupation status: Own Employer Professional
 Own Employer Non-Professional
 House wife Part time
 Contract worker Pensioner
 Student Temporary
 Full time Unemployed

Occupation: _____

Employer: _____

Work tel. number: _____

Employer address: _____

DECLARATION BY PARENT / GUARDIAN 1

I _____ (Name of Parent / Guardian) hereby declare that the information supplied in this form is true and just and that I, by way of my signature hereunder, authorise the Chairperson of the School Governing Body or his/her representative to control and confirm any of the details supplied. I am aware that should any of the information be supplied be found not to be true, I may be liable to a criminal offence.

Signed at _____ on _____ day of _____ 202__

Signature of Parent / Guardian: _____

BIOLOGICAL PARENT / LEGAL GUARDIAN 2 INFORMATION

Title: _____

Full names: _____

Surname: _____

Initials: _____

Preferred name: _____

ID number: _____

Nationality: _____

Marital status: Married Single Divorced Widowed
 Separated Common law marriage

Communication: SMS Email By hand

Mobile number: _____

Home tel: _____

Email address: _____
(domicilium citandi et executandi)

Is the learner living with this parent? Yes No

Residential address: _____
(domicilium citandi et executandi)

Postal address: _____

Occupation status: Own Employer Professional
 Own Employer Non-Professional
 House wife Part time
 Contract worker Pensioner
 Student Temporary
 Full time Unemployed

Occupation: _____

Employer: _____

Work tel. number: _____

Employer address: _____

DECLARATION BY PARENT / GUARDIAN 2

I _____ (Name of Parent / Guardian) hereby declare that the information supplied in this form is true and just and that I, by way of my signature hereunder, authorise the Chairperson of the School Governing Body or his/her representative to control and confirm any of the details supplied. I am aware that should any of the information be supplied be found not to be true, I may be liable to a criminal offence.

Signed at _____ on _____ day of _____ 202__

Signature of Parent / Guardian: _____

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 7th of each month if the monthly payment option is 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.
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.

Initial: Parent 1: _____ Parent 2: _____

UNDERTAKING, TERMS AND CONDITIONS

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
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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
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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:
Residential address:	Residential address:
Email address:	Email address:
FULL NAMES:	FULL NAMES:
SIGNATURE:	SIGNATURE:
WITNESS:	WITNESS: