



POTCHEFSTROOM HIGH SCHOOL FOR BOYS

AGREEMENT: 2024 ADMISSION

between

POTCHEFSTROOM HIGH SCHOOL FOR BOYS

herein represented by the Principal of the School by virtue of the powers vested in him by the School Constitution

and

(Main Parent responsible for payment of fees)

Please indicate relationship to learner by marking with X where applicable:

Are you the biological parent _____ / adoptive parent _____ / legal guardian _____ / person legally entitled to custody _____ / person who undertakes to fulfill the obligations of a person mentioned above _____ / stepparent undertaking to pay all the fees _____?

and as parents are jointly and severally responsible for the payment of fees

(Parent assisting in the payment of fees)

Please indicate relationship to learner by marking with X where applicable:

Are you the biological parent _____ / adoptive parent _____ / legal guardian _____ / person legally entitled to custody _____ / person who undertakes to fulfill the obligations of a person mentioned above _____ / stepparent undertaking to pay all the fees _____?

for the benefit of

("the Learner")

where

I/We hereby certify that I/We have guardianship and / or legal custody in respect of the above named Learner and am/are entitled to sign this document and shall be bound hereto as parent/s in my /our personal capacity.

WHEREAS

I/We hereby record the terms and conditions on which the Learner is admitted to the School

1. **DURATION:**

This agreement shall commence and be valid from the day on which it is signed by the parties hereto and shall, subject to any statutory age requirements and subject to Clause 3 and Clause 4, remain in force until the Learner officially leaves the school.

2. **TUITION OF LEARNER:**

The School shall provide tuition to the Learner in accordance with the core curriculum, core syllabuses, time allocation and evaluation applicable to the Learner's educational phase. The curriculum shall be determined in the sole discretion of the School Governing Body and shall meet the criteria, which apply to State Aided Schools as provided in the relevant Acts of Parliament and Regulations issued in respect thereto.

3. **DISCIPLINARY MATTERS:**

All disciplinary matters pertaining to the education and training of the Learner in all its facets shall vest in the Principal of the School or in a person authorised thereto by the Principal. Control, suspension and discipline of the Learner shall be in accordance with the provisions of the Education Act, 1996, the regulations thereto and the Code of Conduct and Drug Policy of this School.

4. **REMOVAL OF LEARNER FROM SCHOOL – DECISION BY PARENTS:**

I/We undertake to give one month's written notice to the School before removing the learner from the School and/or Hostel wherever possible, excluding Grade 12 learners leaving at the end of their final year at the School and furthermore to return any text books and/or equipment belonging to the school which the Learner may have.

5. **SCHOOL AND HOSTEL FEES:**

The existence of the School and Hostel depends on the adequacy of amounts credited to the School and Hostel funds. These funds are funded by the fees paid by the Parents/Guardians of Learners.

The School fees and Hostel fees which are compulsory will be determined by the School Governing Body (SGB) every year. The SGB will have the right to amend: the fees, interest on arrears, discounts, method of payment thereof, amount of admission fee and any other additional monies from time to time as stipulated in the School & Hostel Fee Policy.

6. **CONFIRMATION BY PARENT/S:**

I/We hereby confirm that this school is my/our school of preference although there are other schools closer to my/our residential address _____(mark with X if applicable) inside the North West province _____(mark with X if applicable)

OR

outside the North West province _____(mark with X if applicable)

7. **UNDERTAKING BY PARENT/S:**

7.1 I/We undertake to adhere to the terms and conditions of this agreement.

7.2 I/We understand that as this school is the school of preference and not the school closest to the residential address that at no given time during the Learner's school career will financial assistance be sought even if my financial circumstances changes and that the acknowledgement of debt document will be signed as proof of my/our obligation to pay the annual fees.

- 7.3 I/We understand the following:
- a) The annual school and hostel fees will be compulsory as adopted by the majority of parents at the AGM
 - b) Our terms are as follows:
 - i) Fees can be paid in full on or before the 31st January
 - ii) Fees can be paid off per term (equal to 4x monthly installments) payable at the start of each new term
 - iii) Fees can be paid off in 10 monthly equal installments payable in advance by the 7th day of the month.
 - c) Only R2500.00 of the payment made to secure the Learner's place in the school will be offset against the school fees in the year of admission in the School as the balance will be used to recover the expenses incurred as a result of the application.
 - d) If the Learner required boarding facilities, the full payment made to secure the Learner's place in the hostel will be offset against the hostel fees in the year of admission into the hostel.
 - e) In terms of family law, parents are jointly and severally liable for the payment of the fees irrespective of their marital status.
 - f) In the event of nonpayment of the fees the school will institute legal action against both parents irrespective of maintenance and court orders which may exist between the parties. I/We undertake to pay all legal costs, including attorney /client fees and collection costs incurred by the school in the event of the school having to take legal action for recovery of fees
 - g) In terms of Section 39 of the South African Schools Act, parents are liable to pay compulsory fees.
 - h) In terms of Section 40 and 41 of the South African Schools Act, the school may enforce the payment of these compulsory fees.
 - i) The school may conduct an enquiry and/or information search about the parents and if I/We fail to meet fee obligations the school may record the non performance with a credit information bureau.
- 7.4 If boarding facilities are required, I/We will apply yearly for hostel accommodation and I/We will adhere to the terms and conditions of the Hostel Entrance & Re-Admission Policy.
- 7.5 I/We undertake to pay any additional fees in regard to excursions not covered by the school fees.
- 7.6 I/We undertake to indemnify the School, its employees and officials against any Injury, harm or other loss caused to any person on account of the conduct of the Learner.
- 7.7 I/We undertake to exempt the School, its employees and officials from liabilities incurred on account of any injuries to or illness of the child and agrees and consents that the School or any of its Educators may consent to any operation or medical treatment of the Learner should such consent be required for medical reasons on an urgent basis and should it not be possible for the Parent of the Learner to be approached immediately.

- 7.8 I/We undertake to accept the School's policies which include the Code of Conduct and the Drug policy and any amendments thereto as deemed necessary from time to time.
- 7.9 I/We undertake to exempt the School from any liability for loss or damage suffered due to the damage or loss of articles brought onto the School property.
- 7.10 I/We undertake to compensate the School for any damages caused to school and hostel property by my child, whatever it may be.

8. **BREACH:**

The Parent shall be deemed to be in breach of this agreement in the event of failure by the Parent to comply with the terms and conditions stated therein.

9. **REMEDIES:**

In the event of the Parent being deemed to be in breach of this agreement provided in Clause 7, the School shall have the right but shall not be obliged to enforce its rights in terms of this agreement by way of appropriate legal action or otherwise.

The School's remedies under this clause shall not be exhaustive and shall be in addition and without prejudice to any other remedies the School may have in law.

10. **GENERAL:**

- 10.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties to this agreement or their duly authorized representatives.
- 10.2 I/We understand that the school reserves the right to verify all information supplied to them via the application. In event of fraudulent documents submitted, the school reserves the right to lay a criminal charge of fraud against the assigned parties.
- 10.3 This document, together with all the School policies contains the entire agreement between the parties and neither party shall be bound by any undertakings, representations or warranties not recorded therein.
- 10.4 Neither party may cede or assign their rights or delegate their obligations in terms of this agreement without the prior written approval of the other party which shall not be unreasonably withheld.
- 10.5 I/We hereby choose domicilium citandi et executandi for all purposes under this agreement at the address set forth below.
- 10.6 I/We shall inform the School in writing of any changes to my/our chosen domicilium and/or any other personal contact details.

10.7 Residential address:
MAIN PARENT/GUARDIAN

(only if differs from MAIN PARENT)
PARENT ASSISTING/GAURDIAN

10.8 Postal address:
MAIN PARENT/GUARDIAN

(only if differs from MAIN PARENT)
PARENT ASSISTING/GUARDIAN

10.9 Contact numbers:
MAIN PARENT/GUARDIAN

PARENT ASSISTING/GUARDIAN

Cell:_____

Cell:_____

Work:_____

Work:_____

Home:_____

Home:_____

<p>Learner resides with (mark with X):</p> <p>MAIN PARENT _____ or PARENT ASSISTING _____</p> <p>Correspondence to (mark with X):</p> <p>MAIN PARENT _____ or PARENT ASSISTING _____</p> <p>Accounts to (mark with X):</p> <p>MAIN PARENT _____ or PARENT ASSISTING _____</p>

I/We understand the information as furnished above and declare that the information furnished by me/us to be true and correct.

This commitment in its entirety will be valid form the day on which it is signed to the day on which the learner officially leaves the school.

SIGNED AT _____ ON THE _____ DAY OF
_____ IN THE YEAR 20_____.

MAIN PARENT

PARENT ASSISTING

WITNESS (1)

WITNESS (2)

ON BEHALF OF THE SCHOOL

PRINCIPAL

WITNESS