



ST JOHN'S COLLEGE

PARENT CONTRACT

between

St John's College ("the School")

And

Parent / Guardian / Payer

1. INTRODUCTION

- 1.1 The *Contract* deals with matters that may:
 - 1.1.1 limit the legal responsibility and/or liability of the *School* or of a *Third party*; and/or
 - 1.1.2 create legal responsibility and/or liability for you; and/or
 - 1.1.3 serve as an acknowledgement, by you, of a fact.
- 1.2 By entering into this *Contract* you acknowledge that you understand the legal consequences of such terms and conditions, all of which you have had explained to you or had the opportunity to have had them explained before concluding this *Parent Contract*.
- 1.3 Your rights in this *Contract* are in addition to and do not affect the statutory rights and remedies you have under the *Consumer Protection Act No. 68 Of 2008*. No provision of this *Contract* is intended to contravene the applicable provisions of the *Consumer Protection Act* and therefore all the provisions of this *Contract* must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the *Consumer Protection Act* are complied with and prevail.
- 1.4 **This *Contract* contains clauses which appear in similar text and bold style to this notice clause and your attention is specifically drawn to these clauses because they are important and must be carefully noted as they may restrict your rights, contain acknowledgements of fact or place onerous obligations on you.**

2. CONTRACT

- 2.1. This is a *Parent Contract* and sets out the rights and duties of the parents, children, the *Payer/s* and where applicable, legal guardians of children who enrol at the *School*.
- 2.2. In this *Parent Contract*, the words:
 - 2.2.1. 'We', 'our' and 'School' refer to St John's College, a Diocesan School, a member of the Independent Schools Association of Southern Africa and a registered independent school in terms of *Section 45 of the South African Schools Act No. 84 of 1996*.
 - 2.2.2. 'You' and 'your' refer, as the context requires, to the *Parent*, both parents or legal guardian and the *Payer/s* of the *Child* enrolled at the *School*.
 - 2.2.3. Other defined words appear in italics and their meanings are given in Annexure A: Parent Contract Terms and Conditions.
- 2.3. When you sign this *Parent Contract*, you confirm that you understand and agree to the rights and duties imposed on you and your *Child* in this *Parent Contract*, including but not limited to paying *Fees* on time, being responsible for the behaviour of your *Child* and ensuring that you and your *Child* comply with all *Policies* of the *School*.
- 2.4. This *Parent Contract* is for the duration of your *Child's* enrolment at the *School*. The *School* is likely during your *Child's* enrolment to undergo change from time to time; for example, there may be changes in the staff, in the premises and facilities and their use, in the curriculum and the size and composition of classes and in the *Codes of Conduct* and *Policies* and disciplinary framework. *Fees* can be reviewed at any time and at least on an annual basis. You will be given at least one *Term's* notice of any change in *Policy* that would have a material effect on your *Child's* education or pastoral care.
- 2.5. You declare that the full details of the *Parent(s)* and/or legal guardian and, where applicable, those of the *Payer/s*, are correctly set out in the "Details of Parent / Guardian / Payer".

3. THIS PARENT CONTRACT

- 3.1. This *Parent Contract* governs the relationship between:
 - 3.1.1. you and the *School*;
 - 3.1.2. your *Child* and the *School*;
 - 3.1.3. the *Payer / s* and the *School*.
- 3.2. The *Parent Contract* is made up of:
 - 3.2.1. the terms and conditions set out in Annexure A: Parent Contract Terms and Conditions, to this *Parent Contract*;
 - 3.2.2. all the annexures attached to this *Parent Contract*;
 - 3.2.3. the *Policies*, which are incorporated into this *Parent Contract* by reference.
- 3.3. **When you sign this *Parent Contract*, you confirm that you are familiar with the *Policies* and that you have read, understood and agree to them. We will make hard copies of the *Policies* available to you on request and free of charge, and the *Policies* are available on the *School's Website*.**
- 3.4. **By signing this *Parent Contract* you agree that all the terms and conditions set out in Annexure A: *Parent Contract: Terms and Conditions* are incorporated into this *Parent Contract* as if part of and incorporated into it as if originally an integral part hereof.**
- 3.5. **A separate *Parent Contract* is required in respect of each *Child* enrolled in the *school*.**

4. CONDITION PRECEDENT

- 4.1. This whole Parent Contract (other than 1, 3, this clause 4, and clauses 1,4,6,7,9 and 10 of the *Parent Contract: Terms and Conditions*), by which the Parties shall be bound with effect from the date of signature hereof is subject to the suspensive condition that the Deposit is paid by the agreed date as set out in the Parent Contract: Terms and Conditions:
- 4.2. If the suspensive condition is not fulfilled for any reason whatever, or not waived in writing by the *School* then -
 - 4.2.1. this whole Parent Contract (other than 1, 3, this clause 4, and clauses 1,4,6,7,9 and 10 of the *Parent Contract: Terms and Conditions*), by which the Parties shall remain bound) shall be of no force or effect;
 - 4.2.2. the Parties shall be entitled to be restored as near as possible to the positions in which they would have been, had this Parent Contract not been entered into; and
 - 4.2.3. neither Party shall have any claim against the other in terms of this Parent Contract, including attendance at *School*, except for such claims (if any) as may arise from a breach of this clause or from any other provision of this Parent Contract by which the Parties remain bound.

5. CONDITION SUBSEQUENT

- 5.1. **This whole *Parent Contract* is subject to the conditions subsequent ("Conditions Subsequent") that, on or before 1 December of each *School* academic year:**
 - 5.1.1. **the *Parent Terms and Conditions* applicable for the next *School* academic year are unconditionally accepted by you; and**
 - 5.1.2. **no Tuition or Boarding Fees remain outstanding or there are adequate arrangements for the payment thereof agreed in writing between the *School* and you.**

- 5.2. **The Conditions Subsequent operate for the benefit of the *School* and may be waived by the *School* in its sole discretion.**
- 5.3. **The period for the fulfilment of the Conditions Subsequent, or any one or more of them, may be extended by written agreement between the *School* and you by any period specified in such written agreement, on one or more occasions.**
- 5.4. **If the Conditions Subsequent are not fulfilled or waived for any reason whatever, then**
- 5.4.1. **this *Parent Contract* shall terminate and be of no force or effect; and**
- 5.4.2. **all outstanding *Fees* shall then become immediately due, owing and payable; and**
- 5.4.3. **your *Child* shall no longer be enrolled at the *School* or entitled to attend the *School* for the following *School* academic year.**

6. DECLARATION

- 6.1. By signing below, I / we declare that:
- 6.2. I / we have read and understood this *Parent Contract*, including the attachments to it, specifically the *Parent Contract: Terms and Conditions* attached as Annexure A, and the *Policies* of the *School*.
- 6.3. I / we understand that in order for my/our *Child* to remain enrolled at the *School*:
- 6.3.1. all amounts due in terms of this Contract and set out in Annexure A, must be paid when due; and
- 6.3.2. the *Parents, Payer / s* and the *Child* must comply with the provisions of the *Parent Contract* and the *Policies*; and
- 6.3.3. personal and private arrangements between *Parents* and between *Parents* and the *Payer / s* have no bearing on the contractually agreed responsibility of the *Payer / s* to pay all *Fees* and any other amounts due to the *School* when due; and
- 6.3.4. inappropriate behaviour, both inside and outside the *School*, as determined by the *Policies*, is considered unacceptable and the *Policies* must be adhered to.
- 6.4. **I / we, the undersigned, do hereby declare that I / we have read and understood this *Parent Contract*, including all *Policies*, and my/our signature/s constitute/s consent for purposes of any matrimonial property formalities.**
- 6.5. **I / we shall give one full *Term's* written notice before withdrawing my/our *Child* from the *School* or, alternatively consent to paying one full *Term's Fees*, which for the avoidance of doubt includes boarding fees where applicable, in lieu of notice.**
- 6.6. I / we will advise the *School* of any changes in personal details as and when they may occur.
- 6.7. **I / we acknowledge that the highlighted clauses have been drawn to my/our attention and I / we confirm that I / we understand and accept the legal consequences of them.**

7. ELECTRONIC SIGNATURES

Each of the parties agrees that the entering into and conclusion of this Parent Contract (and, to the extent permitted under applicable law, any certificate, statement, receipt or similar document delivered in connection with this Parent Contract) may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Parent Contract (or, if applicable, any connected document) using an electronic signature, it is signing, adopting, and accepting this

Parent Contract or such document and that signing this Parent Contract or such document using an electronic signature is the legal equivalent of having placed its handwritten signature on this Parent Contract or such document on paper. The parties agree that the signature at the bottom of an email, the "click to accept" function and a digitized signature all constitute signatures for the purposes of this Parent Contract. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Electronic Communications and Transactions Act 2005 (Act 36 of 2005) and any other applicable law.