



# Contract of Enrolment

Ich/wir möchte/n unsere/n Tochter/Sohn \_\_\_\_\_  
I/we would like to enrol my/our daughter/son \_\_\_\_\_

ab / from \_\_\_\_\_ (Monat/month) \_\_\_\_\_ (Jahr/year) anmelden.

## Klasse / Grade

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Regentröpfchen (1 - 3 yrs)                 | Grundschule / German Medium Primary School | <input type="checkbox"/> Klasse _____ |
| <input type="checkbox"/> Kindergarten 0 (4 yrs)                     | Sekundarstufe 1 (Klassen 5 - 9)            | <input type="checkbox"/> Klasse _____ |
| <input type="checkbox"/> Kindergarten (5 yrs)                       | Oberstufe (Klassen 10 - 12)                | <input type="checkbox"/> Klasse _____ |
| <input type="checkbox"/> iK Phase / integrated Kindergarten (5 yrs) | New Secondary School (Grades 5 - 12)       | <input type="checkbox"/> Grade _____  |
| <input type="checkbox"/> Vorschule / German Pre-School (6 yrs)      | English Medium High School (Grades 8 - 12) | <input type="checkbox"/> Grade _____  |

## Bitte fügen Sie der Anmeldung folgendes bei / Please submit the following:

- |   |  |
|---|--|
| Passfoto Ihres Kindes   | ID Photo of your child                   |
| Kopie der Geburtsurkunde                                      | Copy of Birth Certificate                |
| Kopie des Impfausweises                                       | Copy of the immunization records         |
| Kopie des Passes / der Pässe                                  | Copy of the passport(s)                  |
| Kopie der letzten 2 Zeugnisse                                 | Copy of the last 2 school reports        |
| Kopie des Personalausweises beider Erziehungsberechtigter     | Copy of the guardians' ID Books          |
| Kopie der Meldebescheinigung                                  | Copy of proof of residence               |
| Bestätigung eines Arbeitsverhältnisses mit Einkommensnachweis | Employment confirmation including Income |

**Unvollständige oder ungenaue Anmeldungen werden nicht bearbeitet /  
Applications which are incomplete or inaccurate will not be considered**

**Südafrikanische und ortsansässige Antragsteller mit permanentem Wohnsitz müssen bitte die folgende Dokumente nachreichen, wenn ihr Kind zu einem Interview bzw. einem Assessment eingeladen wird:  
South African and Permanent Resident applicants must please provide the following documents once your child is invited for an interview or assessment:**

- |   |   |
|---|---|
| Kopie der aktuellsten Meldebescheinigung                            | Copy of the latest proof of residence             |
| Kopie der letzten Gehaltsabrechnungen beider Erziehungsberechtigten | Copies of both parents/guardians latest pay slips |

## Bearbeitungsvermerk (nicht vom Antragsteller auszufüllen) / For office use only:

Datum der Aufnahme / <i>Date of Enrolment:</i>		Reg.-Nr. / <i>Admission No:</i>	
Klasse / <i>Grade</i>		Konto Nr. / <i>Account No:</i>	
Nachführtermin / <i>Extended Period:</i>			
Fach / <i>Subject</i>	Von / <i>From</i>	bis / <i>until</i>	
Fach / <i>Subject</i>	Von / <i>From</i>	bis / <i>until</i>	
Unterschrift des Schulleiters / <i>Signature of the Principal:</i>		Datum / <i>Date:</i>	
Kreditwürdigkeit / <i>Credit Check</i>		Datum / <i>Date</i>	Signature / <i>Unterschrift</i>



## I. Angaben zum Schüler / Learner's Particulars

Schüler lebt bei <i>Learner lives with</i>	<input type="checkbox"/> den Eltern / <i>Parents</i>	<input type="checkbox"/> der Mutter / <i>Mother</i>	<input type="checkbox"/> dem Vater / <i>Father</i>	<input type="checkbox"/> Sonstige(r) Erziehungsberechtigte(r) / <i>Guardian</i>
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Nachname / <i>Surname</i>	Geschlecht / <i>Sex</i>		
Vorname(n) / <i>First Name(s)</i>		Rufname / <i>Preferred First Name</i>	
Geburtsdatum / <i>Birth date</i>	Konfession / <i>Religious affiliation</i>		
Hautfarbe (für statistische Zwecke) / <i>Race (for statistical reasons only)</i>			

### **Geburtsort / Place of Birth:**

Land / <i>Country</i>	Stadt / <i>City</i>
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### **Personendaten / Personal details**

Personalausweisnummer / <i>Identity Number</i>	Passnummer / <i>Passport Number</i>
Nationalität(en) / <i>Nationality(ies)</i>	
Muttersprache(n) / <i>Mother Tongue(s)</i>	

### **Wohnadresse / Physical Address:**

Strasse / <i>Street</i>	
Vorort / Stadt <i>Suburb / City</i>	PLZ / <i>Postal Code</i>

### **Zuletzt besuchte(r) Schule / Kindergarten / Pre-School / School last attended:**

Name der Schule / des Kindergartens: <i>Name of School / Nursery School:</i>		
Land / <i>Country</i>	Stadt / <i>City</i>	
Zuletzt besuchte Klasse / <i>Present Grade</i>	Von / <i>From</i>	bis / <i>until</i>

### **Geschwister an der DSJ / Siblings at the DSJ**

Nachname / <i>Surname</i>	Vorname / <i>First Name</i>	Klasse / <i>Grade</i>
Nachname / <i>Surname</i>	Vorname / <i>First Name</i>	Klasse / <i>Grade</i>
Nachname / <i>Surname</i>	Vorname / <i>First Name</i>	Klasse / <i>Grade</i>

### **Gesundheitszustand des Schülers / Information regarding the learner's health:**

Impfungen / <i>Vaccinations:</i> <input type="checkbox"/> Diphtherie / <i>Diphtheria</i> <input type="checkbox"/> Tetanus / <i>Tetanus</i> <input type="checkbox"/> Polio / <i>Polio</i>
Besonderheiten (z.B. Allergien, Diabetes u.a.): <i>Other (e.g. allergies, diabetes etc.):</i>
Hausarzt (Name, Telefonnummer / <i>Family Doctor (Surname, Tel. No.):</i>

### **Krankenkasse / Medical Aid Name:**

Nummer / <i>Number</i>	Hauptversicherter / <i>Primary Member</i>
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## II. Erster Erziehungsberechtigte/r / First Guardian:

### Bitte angeben / Please specify

<input type="checkbox"/> Vater / <i>Father</i>	<input type="checkbox"/> Großvater / <i>Grandfather</i>	<input type="checkbox"/> Bruder / <i>Brother</i>	<input type="checkbox"/> Großeltern / <i>Grandparents</i>
<input type="checkbox"/> Mutter / <i>Mother</i>	<input type="checkbox"/> Großmutter / <i>Grandmother</i>	<input type="checkbox"/> Schwester / <i>Sister</i>	<input type="checkbox"/> Gasteltern / <i>Guestscholar Parents</i>
<input type="checkbox"/> Onkel / <i>Uncle</i>	<input type="checkbox"/> Gastvater / <i>Guestscholar Father</i>	<input type="checkbox"/> Sonstige(r) / <i>Other (Please specify)</i>	
<input type="checkbox"/> Tante / <i>Aunt</i>	<input type="checkbox"/> Gastmutter / <i>Guestscholar Mother</i>		

### Familienstand / *Marital Status:*

<input type="checkbox"/> verheiratet / <i>married</i>	<input type="checkbox"/> alleinstehend / <i>single</i>	<input type="checkbox"/> Lebensgemeinschaft / <i>Common-Law</i>
<input type="checkbox"/> geschieden / <i>divorced</i>	<input type="checkbox"/> leben getrennt / <i>separated</i>	

<b>Nachname / Surname</b>	<b>Titel / Title</b>
<b>Vorname(n) / First Name(s)</b>	
<b>Geburtsdatum / Birthdate</b>	<b>Konfession / Religious affiliation</b>

### Geburtsort / *Place of Birth:*

Land / <i>Country</i>	Stadt / <i>City</i>
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### Personendaten / *Personal details*

Personalausweisnummer / <i>Identity Number</i>	Passnummer / <i>Passport Number</i>
Nationalität(en) / <i>Nationality(ies)</i>	
Muttersprache(n) / <i>Mother Tongue(s)</i>	
Beruf / <i>Occupation / Profession</i>	
Arbeitgeber / <i>Employer</i>	
Daueraufenthaltsgenehmigung / <i>Permanent residence</i> <input type="checkbox"/> ja / <i>yes</i> <input type="checkbox"/> nein / <i>no</i>	

### Kontaktdaten / *Contact details:*

Tel. Nr. Privat / <i>Tel. No Home</i>	Tel. Nr. Geschäftlich / <i>Tel. No Business</i>
Handynummer / <i>Cellular Number</i>	
Fax Privat / <i>Fax Home</i>	Fax Geschäftlich / <i>Fax Business</i>
Email Adresse Privat / <i>Email Address Home</i>	
Email Adresse Geschäftlich / <i>Email Address Work</i>	

### Wohnadresse (Zustellungs- und Erfüllungsort) / *Physical Address (domicilium citandi et executandi):*

Strasse / <i>Street</i>	
Vorort / Stadt <i>Suburb / City</i>	PLZ / <i>Postal Code</i>

### Postanschrift / *Postal Address:*

P.O. Box / <i>Private Bag</i>	
Vorort / Stadt <i>Suburb / City</i>	PLZ / <i>Postal Code</i>



### III. Zweiter Erziehungsberechtigte/r / Second Guardian:

**Bitte angeben / Please specify**

<input type="checkbox"/> Vater / <i>Father</i>	<input type="checkbox"/> Großvater / <i>Grandfather</i>	<input type="checkbox"/> Bruder / <i>Brother</i>	<input type="checkbox"/> Großeltern / <i>Grandparents</i>
<input type="checkbox"/> Mutter / <i>Mother</i>	<input type="checkbox"/> Großmutter / <i>Grandmother</i>	<input type="checkbox"/> Schwester / <i>Sister</i>	<input type="checkbox"/> Gasteltern / <i>Guestscholar Parents</i>
<input type="checkbox"/> Onkel / <i>Uncle</i>	<input type="checkbox"/> Gastvater / <i>Guestscholar Father</i>	<input type="checkbox"/> Sonstige(r) / <i>Other (Please specify)</i>	
<input type="checkbox"/> Tante / <i>Aunt</i>	<input type="checkbox"/> Gastmutter / <i>Guestscholar Mother</i>		

**Familienstand / Marital Status:**

<input type="checkbox"/> verheiratet / <i>married</i>	<input type="checkbox"/> alleinstehend / <i>single</i>	<input type="checkbox"/> Lebensgemeinschaft / <i>Common-Law</i>
<input type="checkbox"/> geschieden / <i>divorced</i>	<input type="checkbox"/> leben getrennt / <i>separated</i>	

<b>Nachname / Surname</b>	<b>Titel / Title</b>
<b>Vorname(n) / First Name(s)</b>	
<b>Geburtsdatum / Birthdate</b>	<b>Konfession / Religious affiliation</b>

**Geburtsort / Place of Birth:**

Land / <i>Country</i>	Stadt / <i>City</i>
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**Personendaten / Personal details**

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Nationalität(en) / <i>Nationality(ies)</i>	
Muttersprache(n) / <i>Mother Tongue(s)</i>	
Beruf / <i>Occupation / Profession</i>	
Arbeitgeber / <i>Employer</i>	
Daueraufenthaltsgenehmigung / <i>Permanent residence</i> <input type="checkbox"/> ja / <i>yes</i> <input type="checkbox"/> nein / <i>no</i>	

**Kontaktdaten / Contact details:**

Tel. Nr. Privat / <i>Tel. No Home</i>	Tel. Nr. Geschäftlich / <i>Tel. No Business</i>
Handynummer / <i>Cellular Number</i>	
Fax Nr. Privat / <i>Fax No Home</i>	Fax Nr. Geschäftlich / <i>Fax No Business</i>
Email Adresse Privat / <i>Email Address Home</i>	
Email Adresse Geschäftlich / <i>Email Address Work</i>	

**Wohnadresse (Zustellungs- und Erfüllungsort) / Physical Address (*domicilium citandi et executandi*):**

Strasse / <i>Street</i>	
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**Postanschrift / Postal Address:**

P.O. Box / <i>Private Bag</i>	
Vorort / Stadt <i>Suburb / City</i>	PLZ / <i>Postal Code</i>



#### IV Anmeldegebühren und Kaution / Enrolment Fees and Deposit

Einschreibegebühr /  
*Enrolment fee*

siehe Schulgebühren  
*as per school fee schedule*

Kaution /  
*Deposit*

siehe Schulgebühren  
*as per school fee schedule*

Aufnahmegebühr /  
*admission fee*

siehe Schulgebühren  
*as per school fee schedule*

Die Einschreibegebühr ist mit der Anmeldung einzureichen. Die Kaution und die Aufnahmegebühr sind nach erfolgter, erfolgreicher Anmeldung zu zahlen. **Sollte der/die Schüler/in nicht zur vorgesehenen Einschulung erscheinen, wird die Kaution nicht zurückerstattet.** Die volle Kaution wird zinslos nach Abgang des letzten Kindes und nach vollständiger Begleichung aller ausstehenden Beträge zurückerstattet. Sollte Ihr Kind aus irgendwelchen Gründen seitens der Schule nicht aufgenommen werden, wird Ihnen die Kaution ebenfalls zinslos zurückerstattet.

*The enrolment fee is payable when the enrolment documents are submitted. The deposit and admission fee are payable upon successful enrolment. **The deposit will be forfeited should the child not attend school.** This non-interest bearing deposit will be refunded when the last child leaves the School and all outstanding amounts due to the DSJ have been settled. Should your child not be accepted by the school due to any reasons whatsoever, the non-interested deposit will be reimbursed to you.*

**Da die Geschäftssprache der Schule Englisch ist, sind alle weiteren Angaben und Auflagen dieses Vertrages nur in Englisch angegeben.**

***As our official business communication language is English, this contract and further details from this point shall only be in English.***

### 1. The Contract

- This is a contract of enrolment for the Deutsche Internationale Schule Johannesburg (DSJ). It sets out the rights and duties of the parents and legal guardians of children who enrol at our school.

In this contract, the words:

- 'We', 'our' and 'the school' refer to the DSJ
- 'You' and 'your' refer to the parents or legal guardian, and the *payer* for the *child* detailed on page 2.
- Other defined words appear in *italics* and their meanings are given on page 6.
- When you sign this contract, you confirm that you understand and agree to the rights and duties imposed on you in this contract, for example, 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. If there are any terms and conditions that you do not fully understand, please let us know before you sign.

### 2. Declaration by parents and legal guardian

By signing below, I declare that:

- I am the mother, father, or legal guardian (as relevant) of the *child* named above;
- I have read and understood this contract, including the attachments to it and the *policies* of the school;
- I understand that I and the *child* must comply with the terms and conditions of this contract for the *child* to remain enrolled at the school.
- I accept that I am personally responsible to pay the *fees* on demand from the school. I understand that the school may demand payment of *fees* from me jointly with any other parent, legal guardian or *payer*, or separately from me alone. This obligation exists throughout the duration of the contract, even if I am not the stated *payer*.

	Signature	Place of signature	Date of signature
Mother			
Father			
Legal guardian			

### 3. Declaration by payer

By signing below, I declare that:

- I am the **payer of some or all of the fees set out in this contract**;
- I have read and understood this contract, including the attachments to it and the *policies* of the school;
- I understand that I and the *child* must comply with the terms and conditions of this contract for the *child* to be and remain enrolled at the school.

	Signature	Place of signature	Date of signature
<i>Payer</i>			

### 4. Definitions used in this contract

In the table below, the words in the left column (in *italics* in this contract) have the meanings given to them in the right column.

<i>Child</i>	The <i>child</i> named on page 1 whom we enrol to be educated at the school.
<i>Code of conduct</i>	The rules approved by the school's Board of Directors that we require all learners to obey for proper management, safety and good discipline. These form part of the <i>policies</i> of the school.
<i>Consumer Protection Act</i>	The Consumer Protection Act, No 68 of 2008.
<i>Extra goods and services</i>	The goods or services in addition to tuition that we provide for the benefit of your <i>child</i> to provide adequately for educational activities, extra-curricular activities or special educational needs.
<i>Fees</i>	The deposit, the enrolment fee, the admission fee, the school fees and the extra costs referred to Clause 5, point 5.1 and 5.2.
<i>Principal</i>	The person appointed by the school's Board of Directors to be responsible for the day-to-day management of the school, including anyone the Principal delegates any of his duties to.
<i>Payer</i>	The person or entity, other than the parent or legal guardian, nominated by the parent or guardian to be responsible for paying some or all of the <i>fees</i> .
<i>Policies</i>	The rules and principles adopted by the school's Board of Directors to regulate the day-to-day running of the school. The policies include the Code of conduct, safety rules, School fee regulation and fee schedules, debtors' procedures, school grievance procedures and other policies the school's Board of Directors adopts from time to time, all of which are available on the school's website and may be updated from time to time.
<i>Term</i>	The 4 periods, into which the school year is divided, during which the school holds classes.
<i>Third party</i>	A person or organisation other than you or us.

## Section A: About this contract

1. This contract governs all of the following:
  - a) The relationship between you and the school;
  - b) The relationship between your *child* and the school;
  - c) The relationship between the *payer* and the school, where you have nominated another person to be responsible for paying *fees* and other costs.
2. The contract is made up of the following documents:
  - a) The terms and conditions set out in this document;
  - b) The documents attached at the end of this document;
  - c) The school *policies*.
3. When you sign this contract, you confirm that you are familiar with the *policies* of the school and that you have read, understood and agree to them. We will make copies of the *policies* available to you on request, free of charge. These *policies* are also available on our website, [www.dsj.co.za](http://www.dsj.co.za).
4. The contract contains terms and conditions that may do any one or more of the following:
  - a) Limit the legal responsibility of the school or of a *third party*;
  - b) Create legal responsibility for you;
  - c) Be your acceptance that certain statements are true (called acknowledgments of fact).

As it is important that you understand the legal consequences of these terms and conditions, your attention will be drawn to them at the end of the clauses that contain them. You will be asked to initial the relevant clauses to show you understand and accept them. The wording that will appear is as follows:

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

Please let us know before you sign if there are any terms and conditions that you do not understand.

The rights you have in this contract are in addition to your rights under the *Consumer Protection Act*. If there is a conflict between any terms and conditions of this contract and the rights you have under the *Consumer Protection Act*, the *Consumer Protection Act* will apply. This contract must not be interpreted to limit any rights you or we have under the *Consumer Protection Act*.

## Section B: Your duties under this contract

### 5. To Pay Fees

#### 5.1. Five types of fees

There are five types of *fees* you are responsible to pay:

- a) Deposit;
- b) Enrolment fee;
- c) Admission / re-admission fee;
- d) School fees; and
- e) Extra costs.

5.2. These *fees* are collectively referred to as the *fees* in this contract. The table below sets out what each of the *fees* is and how it works. We will give you a copy of the Fee Schedule when your *child* is enrolled at the school. This sets out the amounts of the *fees* and dates for payment.



The fee	What it is	How it works								
Deposit	An amount you pay to secure your <i>child's</i> place at the school after the <i>child</i> has been offered a place. The amount is set out in the Fee Schedule and the due date of payment is stipulated in the acceptance letter or email.	<p>You pay the deposit once your <i>child</i> has been offered a place at the school and you have accepted that place.</p> <p>We refund the deposit to you when your <i>child</i> leaves the school after all outstanding fees have been settled.</p> <p><b>If your <i>child</i> does not take up a place at the school after you have signed the contract and paid the deposit, you will not be refunded any deposit</b>, unless cancellation has been made at least two (2) months prior to the intended first day of school. You agree that we may keep the deposit as a reasonable cancellation fee for your <i>child's</i> withdrawal.</p> <p>If cancellation is received two (2) months before beginning of school but less than four (4) months, 50% of the deposit will be refunded. If cancellation is received more than four (4) months before beginning of school, 100% of the deposit will be refunded to you. If your <i>child</i> does not take up a place at the school because of their death or long-term hospitalisation, we will refund the full deposit.</p> <p>We have the right to treat the interest generated from your deposit as our income so no interest is added to your refund. We deduct from the refund any amounts we are legally allowed to keep under this contract. Upon your written request, we may agree to credit the amount of the deposit to you, without interest, for the final payment of any fees that you owe to us when your <i>child</i> leaves the school. You understand that we alone have the right to credit you with the deposit but we are not obliged to do so.</p> <p><b>This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.</b></p> <table border="1"> <thead> <tr> <th>Mother</th> <th>Father</th> <th>Legal guardian</th> <th>Payer</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Mother	Father	Legal guardian	Payer				
Mother	Father	Legal guardian	Payer							
Enrolment fee	Non-refundable administration fees	<p>Proof of payment of the <b>enrolment fee</b> must be submitted with the completed enrolment documentation. This covers administration and assessment costs and is non-refundable should your child not be accepted or admitted.</p>								
Admission / re-admission fee		<p>The <b>admission / re-admission fee</b> is added to the 1<sup>st</sup> school fee invoice raised by the school in the first year/term of enrolment. This fee covers enrolment administration costs.</p> <p><b>This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.</b></p> <table border="1"> <thead> <tr> <th>Mother</th> <th>Father</th> <th>Legal guardian</th> <th>Payer</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Mother	Father	Legal guardian	Payer				
Mother	Father	Legal guardian	Payer							
School fees	The costs for your <i>child's</i> education.	The amount, payment method and payment due dates are set out in the fee schedule which is given to you at the start of the school year. It is also available on the school's website.								





Extra costs

The costs for *Extra goods and services* that we provide to your *child* from time to time.

We will, as far as reasonably possible, let you know before we provide *Extra goods and services*. You accept that the *Extra goods and services* are part of the school's standard offerings and that you have specifically requested them. This applies even where at the time of signing this contract it was not reasonable or even possible to specify every one of the *Extra goods and services* we might provide in a school year. You and the *payer* accept delivery of the *Extra goods and services* and the responsibility to pay for them. If extra costs are not settled via EFT, card or cash timeously we reserve the right to debit your school fee account.

Examples of *Extra goods and services* include school tours, extra-curricular activities, text books, and stationery.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

## 6. What you must pay

You must pay all *fees* that apply to your *child* attending the school.

## 7. When you must pay

- You must pay the *fees* on or before the dates set out in the *school fee* schedule.
- At your *child's* first enrolment at the school and at the beginning of each school year, you may choose to pay the school *fees* per annum, per *term* or per month. We will let you know in advance when the school *fees* go up.
- If you are not sure about how much you must pay and by when, please speak to us. We will give you a written explanation of how the *fees* work.

## 8. How you must pay

- For the enrolment fee and deposit, you must pay by credit / debit card or by EFT to our bank account on the date given per point 15.
- If you pay the school *fees* portion per year, you must pay by credit / debit card or by EFT to our bank account by the date given in the School Fee Schedule.
- If you pay the school *fees* per month it is **compulsory for you to give us permission to collect fees from your bank account by debit order**. The details of the bank account to be debited are given in annexure "A".

## 9. Fee and school fee increases

We review the *fees* from time to time and may increase them by such an amount as we consider reasonable. We aim to give you at least two calendar months' notice of any increase in the *fees* due for a particular *term*. You have a right to cancel this contract if the increase in school *fees* amounts to more than you wish to pay. If you do cancel for this reason, you will not lose your deposit or any school *fees* you have paid in advance.

However, you must inform us in writing to tell us of your intention to cancel within seven days of receiving the notice of increase. Should you cancel after the seven days, you must either give a full *term's* notice or pay a full *term's* *fees* in lieu of notice.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

## 10. The responsibility to pay remains with the parents or legal guardian

Even if you have nominated a *payer* to pay the *fees*, you remain responsible to pay the *fees* if we do not receive payment from the *payer*. By signing this contract, you accept responsibility for payment in your personal capacity both as a surety for the *payer* and as a co-principal debtor with the *payer*. A surety is a person who takes responsibility for another's person's contractual duties. A co-principal debtor is a person who steps into the place of the main debtor if the main debtor does not fulfil their contractual duties.

## 11. Advance payments

You agree that we may deposit any *fees* you pay in advance and hold them according to the *Consumer Protection Act*. We have the right to treat interest generated from the deposited *fees* as income for the school. This means if we do refund *fees* you paid in advance for any reason, we will not pay you any interest on the refund.

## 12. Late payments

You accept that if any instalment of a *fee* is not paid in time, you are responsible to pay the full amount of all *fees* you owe to us immediately. **If you ask, we may decide to accept a payment plan and continue to allow you to pay in instalments. However, this decision is ours alone and if we do allow it for one late payment, it does not mean we must allow it for other late payments.**

## 13. There may be interest charged on late payments

We may add interest to any late payments. The rate of interest is the maximum rate of interest for incidental credit as set out in the *National Credit Act, 2005*. We alone may decide to charge a lower rate of interest. If you do not pay the interest by the last day of the month that the interest applies to, **we will charge interest on the interest in the following month**. The same interest rate will apply.

## 14. Other costs we can recover from you for late payment

Under the *National Credit Act*, we are also entitled to recover:

- Late payment administration costs** (called default administration costs);
- Collection costs;
- Legal costs on the attorney-and-own-client scale; and
- Collection commission.

## 15. You must pay any debt when we demand it

If money is owed to us (the *debt*) at any time during or after this contract, you must pay the debt when we demand it. We will give you a certificate signed by the school's financial manager that shows the amount owed. You accept that the certificate is sufficient evidence without further explanation of the amount you owe to us and the date by when the debt is due (this is known as prima facie proof). If you dispute the amount that you owe or the date by when you must pay, you must prove that the amount is not owing, or that it is not owing by the date shown on the certificate.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

## 16. To co-operate with the school

To fulfil our duties to you, we need your co-operation. In addition to the specific duties set out in this contract, you must:

- Encourage your *child* in their studies, and give appropriate support at home;
- Keep us informed of matters that affect your *child*;
- Accept that information regarding your child may be exchanged between those responsible within the school for the best possible support of my child;
- Attend school and parent meetings; and
- Keep a courteous and positive relationship with our staff.



### 17. To make sure your *child* complies with the *Codes of conduct*

- a) You must make sure that you and your *child* comply with the school's *Code of conduct*. These are the rules approved by the school's Board of Directors that we require learners to obey for proper management, safety and good discipline. A current copy of the *Code of conduct* is available on the school's website.
- b) The *Principal* may decide to suspend or expel your *child* from the school if he/she does not comply with the *Code of conduct*. The school's *Code of conduct* gives examples of the type of offences that may lead to a pupil being suspended or expelled. The examples given are not a closed or complete list. A pupil may be suspended or expelled for offences that are not given in the examples, or for lesser offences where previous misbehaviour or the circumstances of the case otherwise justify the action. Before expelling a *child*, the school will always follow proper disciplinary processes.

### 18. To remove your *child* from the school when suspended or expelled

- a) If your *child* is suspended after a proper disciplinary process, you must remove your *child* either immediately or at a specified date depending on what the *Principal* considers reasonable in the circumstances.
- b) In cases where a disciplinary process is contemplated but not yet started, the *Principal* may suspend your *child* from the school. This suspension might be for any number of reasons that the *Principal* considers reasonable in the circumstances, for example, to avoid aggravating a difficult situation, or to protect witnesses (of which your *child* may be one). You must then immediately remove your *child* from the school for this period.
- c) If your *child* is expelled after a proper disciplinary process, you must remove your *child* either immediately or at a specified date depending on what the *Principal* considers reasonable in the circumstances.
- d) We do not have a duty to give you a full *term's* written notice if we expel or suspend your *child*. You will lose your deposit if your *child* is suspended or expelled. However, we will refund any *fees* you have paid in advance for the next *term* or *terms*.

**Clauses 17 and 18 have been drawn to my attention and I confirm that I understand and accept the legal consequences of them according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

### 19. To inform us if your *child* has special needs

- a) You understand that we do not have the facilities and resources to provide high quality education to all cases of special needs children. The final decision regarding admission lies with the *Principal*. You have a duty to tell us in writing, before your *child* is enrolled at the school, if your *child* has any special needs. These needs may be due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need.
- b) If the *Principal's* reasonable opinion is that we cannot, or can no longer, provide adequately for your *child's* special needs, we may cancel this contract (see paragraph 27).

### 20. To be responsible for your *child* outside school hours

We will tell you the finishing times of all school activities. You accept that you are responsible for your *child* after the finishing times of any school activity whether or not they are on school premises.

### 21. To take care of your *child's* property

You and your *child* are responsible for taking care of their property. You accept that we are not responsible for the loss, theft, damage or destruction of any property your *child* brings onto the school premises. This includes school clothing, sport equipment, books, bags, cell phones, head phones, iPads/tablets, games, laptops, cameras, or any other personal possessions. We are only responsible for that property if we or one of our staff members is in physical possession of it and the loss, theft, damage or destruction happens because one or both of the following takes place:

- a) We or one of our staff members treated the property as our own; and / or



- b) We or one of our staff members did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for taking care of property belonging to another person, when handling, safeguarding or using the property.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

## **Section C: The school's duties under this contract**

### **22. To exercise reasonable skill and care**

While your *child* is a pupil at the school, we undertake to exercise reasonable skill and care for his/her education and well-being. Our undertaking applies during school hours and at other times when your *child* has our permission to be on our school premises or is participating in activities we have organised.

Unless you write to us in advance with the specific purpose to withhold your consent, you consent to your *child*:

- a) Taking part in supervised school activities. These activities may include contact sports and sports or activities with some risk of physical injury;
- b) Travelling to supervised school activities that take place outside of our school premises.

We will take reasonable care to avoid loss, damage, injury or death to your *child*. Unless we are so careless as if we had intended the harm (known in law as gross negligence), we are not responsible for the loss, damage, injury or death that results from your *child* taking part in these activities. You accept the legal responsibility for any claims for loss, damage, injury or death that result from your *child* taking part in these activities.

You are responsible for registering your child with a medical aid scheme and providing the school with the relevant details. The school will only divulge this information to a medical service provider should it (in the school's sole opinion) be necessary to do so.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

### **23. To watch your *child's* progress and report to you**

We watch your *child's* progress at the school and produce regular written reports. We will let you know if we have any concerns about your *child's* progress. However, we do not have a duty to diagnose any learning disability or other condition your *child* may have. We can arrange a formal assessment of your *child* by an appropriate expert. You will be responsible to pay for the formal assessment. You may also choose to arrange the formal assessment yourself.

### **24. To protect personal information about you and the *child***

When you apply for your *child* to be enrolled at the school and when you sign this contract, you give us personal information about you, your *child* and the *payer*. We undertake to protect this personal information according to our privacy policy, which is set out in the clauses below.

We may not distribute or publish any personal information about you, your *child* or the *payer*, unless you give us your consent in writing. If this is the case, we may only distribute or publish the information specified in your consent and only to the people and for the purpose stated in your consent.

When you sign this contract, you give us your consent to:

- a) Collect, store and share credit information about you, the *payer*, and any divorced or separated parent responsible for paying *fees*;



- b) Inform any other school or educational institution to which you propose to send your *child* of any outstanding fees;
- c) Collect and store names and contact details about yourself and your *child*;
- d) Share names and contact details about yourself and your *child* with other parents, legal guardians, staff or other people we authorise for school-related purposes. We undertake to only share this information to the extent needed to:
  - manage relationships between the school, the parents, the legal guardians, and the current pupils;
  - provide references;
  - communicate with the body of former pupils;
- e) Include photographs, with or without name, of your *child* in printed or electronic school publications, or in press releases to celebrate the school's or your *child's* activities, achievements or successes;
- f) Supply information and a reference for your *child* to any educational institution which you propose your *child* may attend. We will take care to ensure that all information we supply about your *child* is accurate and that any opinion we give on their ability, aptitude and character is fair. However, we are not responsible for any loss you or your *child* may suffer from correct statements of fact we make or opinions we reasonably give.
- g) If at any time you wish to withdraw your consent, you must write to us to let us know.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

## Section D: Ending this contract

### 25. When the contract ends automatically

This contract ends when your *child* completes the school's curriculum and any exit examination we offer at the end of your *child's* schooling. This contract therefore continues indefinitely until that time unless it is ended in terms of this contract.

### 26. When you may cancel the contract

You have the right to cancel this contract at any time and for any reason. To do this, you must give us a full *term's* or three months notice in writing of your intention to do so. If you do not give us a full *term's* or three months notice before you withdraw your *child* from the school then you must pay a full *term's* or three months fees instead of notice. You will also be responsible to pay the portion of extra costs allocated for the *term* ahead **and a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy**. You must pay this amount on the first day of the *term* which would have been the final *term* if you had given appropriate notice. If you chose to pay school fees per year or if you have paid any extra costs in advance, we will credit those amounts to your nominated bank account.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

### 27. When we may cancel this contract

We have the right to cancel this contract at any time and for any reasonable reason. To do so, we must give you a full *term's* notice in writing of our intention to end this contract. At the end of the *term* in question, you must remove your *child* from the school. We will refund to you any fees you have paid in advance less any amounts you owe to us.

If we cancel the contract, we do not lose our rights to claim other amounts or action from you. If you or your *child* commits a material breach of the contract and does not fix the material breach within 20 business days of receiving notice from us to do so, then we have the right to:



- a) **Cancel the contract immediately and without notice to you;**
- b) **Ask you to immediately remove your *child* from the school;**
- c) Keep all amounts you have paid in advance; and / or
- d) Claim additional amounts from you including **an amount called damages**. The damages will be equal to a *term's fees* at the time of cancellation.

A *material breach* is considered to exist where you or your *child*:

- a) Fail to uphold the school *policies*;
- b) **Fail to pay any fees by their due date;**
- c) Fail to fulfil any legal requirements necessary for your *child* to attend school in South Africa, for example, not obtaining a valid study visa for your *child* if he or she is a foreign citizen; and / or
- d) Act in such a way that you or the *child* becomes seriously and unreasonably uncooperative with the school and in the opinion of the *Principal*, your or your *child's* behaviour negatively affects your *child's* or other *children's* progress at the school, the well-being of school staff, or brings the school into disrepute.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

Mother	Father	Legal guardian	Payer

#### **Section E: Disputes**

### **28. Address for delivering legal notices and processes to you**

You choose the home address set out in annexure "A" as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the school to you. An example of a legal process is a summons, which is a document the sheriff of the court serves to start legal proceedings.

### **29. Alternative dispute resolution**

Except for our claims for liquidated debts, all disputes arising out of this contract must be resolved according to the process set out below. A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute. Refer to paragraph 31 below for claims for liquidated debts.

### **30. Process for resolving disputes**

- a) The concerned party must first try to find an amicable resolution by writing to the other party setting out their concerns. If there is no resolution to the written notice within 5 business days, then the parties must each refer the dispute to a representative they choose to act for the parties in negotiations. The parties must inform the other party of the name and contact details of that representative by the end of the 5<sup>th</sup> business day.
- b) The representatives must try to resolve the matter through negotiation with each other. If negotiations do not reach a resolution within 15 business days, either party may then within 10 business days refer the dispute for resolution by mediation. The mediation must be conducted under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.
- c) If mediation fails, any party may then within 10 business days of the failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by you and us, or, failing agreement within 10 business days of the referral, by AFSA) as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA.
- d) This clause does not stop either you or us from access to an appropriate court of law for interim relief for urgent matters by way of an interdict or a court order called a mandamus while finalising the dispute resolution process.
- e) This clause is a separate agreement from the rest of this contract and remains in effect even if the contract ends for any reason.



### 31. Bringing legal action in the Magistrate's Court

You agree that we may start legal proceedings to recover any liquidated debts you owe to us in any Magistrate's Court that has the authority (called jurisdiction) to hear the matter. This is in terms of sections 45 and 28 of the Magistrates' Courts Act (Act No 32 of 1944). A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute.

### 32. South African law

South African law governs this contract.

## **Section F: General**

### 33. Information you give us is complete and true

You confirm that any information you give to us in relation to this contract or for any other purpose related to your *child's* education at the school is to the best of your knowledge and belief, complete, and true. You undertake to inform us in writing of any changes to the information contained in this contract.

### 34. When we may change the terms and conditions of this contract

We have the right to change these terms and conditions from time to time for legal, safety or other valid reasons or to ensure the proper delivery of education at the school. The school will give you at least a two calendar months' notice of any changes. You have a right to cancel this contract if the changes to the terms and conditions are ones you do not agree with. If you do cancel for this reason, you will not lose your deposit or any school *fees* you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven days of receiving the notice of change. If you cancel after the seven days, then you must either give a full *term's* notice or pay a full *term's fees* instead of notice.

**This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to Section A, point 4 of this contract.**

<b>Mother</b>	<b>Father</b>	<b>Legal guardian</b>	<b>Payer</b>

### 35. Each term and condition is separate

Each term and condition contained in this contract is separate from the other terms and conditions. This means if a court or consumer commission decides that any term or condition is unfair or illegal and, therefore, unenforceable, the remaining terms and conditions of the contract will remain valid.



## Annexure “A1” Details of parents

	Parent A	Parent B
Title and Surname		
First Name		
Home Address (physical address in South Africa)		
Postal Address		
Email Address		
Details of nominated bank account(s) <b>COMPULSORY</b> Debit Order Details (please complete and sign attached debit order form).		
a) Name of Account Holder		
b) Name of Bank		
c) Name of Branch		
d) Branch Number		
e) Account Number		
Order of responsibility for fee payment (insert “1”, “2”, “3” or “4” as appropriate)		
Signature		
Date		





## **Annexure “A2” Details of legal guardians and payers**

	Legal Guardian	Payer
Title and Surname		
First Name		
Home Address (physical address in South Africa)		
Postal Address		
Email Address		
Details of nominated bank account(s) COMPULSORY Debit Order Details (please complete and sign attached debit order form).		
a) Name of Account Holder		
b) Name of Bank		
c) Name of Branch		
d) Branch Number		
e) Account Number		
Order of responsibility for fee payment (insert “1”, “2”, “3” or “4” as appropriate)		
Signature		
Date		



## DEBIT ORDER INSTRUCTIONS

**FROM:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**TO:** Deutsche Schule zu Johannesburg  
t/a Deutsche Internationale Schule  
Johannesburg

Name of first child : \_\_\_\_\_ class: \_\_\_\_\_

Name of second child: \_\_\_\_\_ class: \_\_\_\_\_

Name of third child : \_\_\_\_\_ class: \_\_\_\_\_

Account No. with the Deutsche  
Internationale Schule Johannesburg

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I/We hereby request, instruct and authorize you to draw against my/our account with the below mentioned Bank the amount necessary for payment of amounts invoiced by the Deutsche Internationale Schule Johannesburg not later than the first working day of a month/quarterly intervals as indicated below. All such withdrawals from my/our Bank account by you shall be treated as though they had been signed by me/us personally.

This authority will become effective at the date stated below and be valid until terminated in writing, giving thirty days' notice.

I/We understand that details of each withdrawal will be printed on my/our Bank statement and will be supported by invoices/statements issued by Deutsche Internationale Schule Johannesburg.

The debit order run of the DSJ will be initiated on the first working day of each month. I/We understand, that any bank charges in connection with this debit order instructions are for my/our account.

I/We guarantee that my/our Bank account will carry sufficient funds to honour amounts relating to this debit order instruction.

I/we confirm being authorized to operate the below mentioned Bank account:

Name of account holder : \_\_\_\_\_

Bank : \_\_\_\_\_ Branch Name : \_\_\_\_\_

Branch Code : 

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Account Number : 

--	--	--	--	--	--	--	--	--	--	--	--

Type of Account :  Current/Cheque  Savings  Transmission

Payment intervals :  Monthly

Date of first Debit Order : Month: \_\_\_\_\_ Year: \_\_\_\_\_

Amount of Debit Order :  R \_\_\_\_\_

Signed at (place) : \_\_\_\_\_ on (date) \_\_\_\_\_

\_\_\_\_\_  
Signature (as used for signing cheques)

**Please advise the DSJ immediately of any changes!**