



ADMISSIONS CONTRACT

between

DEUTSCHE INTERNATIONALE SCHULE JOHANNESBURG

(the "**School**")

and

(ID No. / Passport No. _____)

and

(ID No. / Passport No. _____)

(the "**Parent**" or, collectively, the "**Parents**")

in respect of

(Date of Birth / ID No. / Passport No. _____)

(the "**Learner**")



ADMISSIONS CONTRACT / BESCHULUNGSVERTRAG

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

As the School's official business communication language is English, this Admissions Contract and further details from this point on shall only be in English.

PARENT DECLARATION:

The persons signing this contract as Parents declare that they are the Parent/s of the Learner whose details appear on page 1 of this Contract. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Learner to be successfully admitted to and retained at the School.

IMPORTANT NOTICE:

By signing or initialling this Contract, each Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parents and the Learner comply with any terms and conditions contained in the School Rules and Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

This Contract contains clauses that appear in similar text style to this notice and which:

- may limit the risk or liability of the School or a third party; and/or
- may create risk or liability for the Parent; and/or
- may require the Parent to indemnify the School or a third party; and/or
- serve as an acknowledgement, by the Parent, of a fact.

These clauses are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract intends to or attempts to restrict, limit or avoid any rights or obligations created for the Parent or the School in terms of the Consumer Protection Act.

1. DEFINITIONS

For the purposes of this Contract:

- 1.1 "**Additional Fees**" means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent/s in advance, to provide adequately for the education and related activities and services provided to the Learner, including the costs of extra-curricular activities, or special educational needs;
- 1.2 "**Additional Goods/Services**" means those goods or services that may be provided to or for the benefit of the Learner from time to time, as determined by the School from time to time;
- 1.3 "**Application Fee**" means the non-refundable amount of money payable by the Parent/s to the School to cover all the administrative costs involved in processing the application for admission of a learner to the School;
- 1.4 "**Board**" means the board of directors of the School;
- 1.5 "**Contract**" means this document including all its annexures, as well as any School Rules and Policies, as amended from time to time;
- 1.6 "**Consumer Protection Act**" means the Consumer Protection Act, No. 68 of 2008;



- 1.7 **"Deposit"** means the amount of money payable by the Parent/s to the School upon the School providing notification of a successful application, which will be accompanied by a written offer of a place to the Learner, and which amount, subject to the terms of this Contract, may be refundable by the School or donated by the Parent/s upon termination of this Contract, less any amounts that the School is legally entitled to recover, including as a result of such termination or other damages related to a breach of this Contract;
- 1.8 **"Employees"** means all educators and non-educators employed by the School, and shall include all educators who are seconded from Germany to the School, or independent educators contracted to the School, or trainee or intern educators at the School;
- 1.9 **"Application Fee"** means the non-refundable amount of money payable by the Parent/s to the School to cover all the administrative costs involved in processing the application for admission of a learner to the School;
- 1.10 **"Fee"** means any amounts owing to the School for a Learner's application, admission, education and related activities at the School. Such Fees shall be clearly communicated to the Parent/s in advance and may include, but are not limited to, the:
- 1.10.1 Application Fee (non-refundable);
 - 1.10.2 Deposit;
 - 1.10.3 Admission Fee (non-refundable);
 - 1.10.4 School Fees, and
 - 1.10.5 Additional Fees.
- Additional information in respect of the Fees is set out in the School Fee Regulations and the School Fee Schedule as they appear on the School's website www.dsj.co.za;
- 1.11 **"Income Tax Act"** means the Income Tax Act, No. 58 of 1962;
- 1.12 **"Learner"** means the child (of any age) admitted by the School to be educated, whose details appear on **page 1** of this Contract, and **"Child"** shall mean the same;
- 1.13 **"Learner Intellectual Property"** means any and all intellectual property created, developed and/or generated by the Learner, including, without limitation: (i) artworks, drawings, music and/or writing; (ii) all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all software, databases and data collections and all rights therein; (v) all moral and economic rights of authors and inventors, however denominated; (vi) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (vii) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;
- 1.14 **"Material Breach"** means a breach that is material in the context of the overall arrangements between the School, the Parent/s and the Learner as set out in this Contract or the School Rules or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where one or both Parent/s or the Learner (as applicable):
- 1.14.1 fail to uphold or contravene this Contract and/or the School Rules and Policies, as introduced and amended from time to time;
 - 1.14.2 fail to pay any fees by their due date;
 - 1.14.3 fail to fulfil any legal requirements necessary for the Learner to attend school in South Africa;
 - 1.14.4 act in such a way that the Parent/s or the Learner (as applicable) become uncooperative with the School and, in the reasonable opinion of the Principal, the Parent/s' or the Learner's behaviour negatively affects the



Learner's or other learners' progress at the School, the well-being of the Employees, or brings the School into disrepute; or

- 1.14.5 has, as determined by the School in its reasonable opinion, committed any unjustifiable act or omission which has caused, or could reasonably cause, reputational harm to the School;
- 1.15 "**NCA**" means the National Credit Act, No. 34 of 2005;
- 1.16 "**Parent/s**" means the parent, parents, guardian or guardians of a Learner, who have signed this Contract and whose details appear on **page 1 and page 13** of this Contract;
- 1.17 "**Parties**" means the Parent/s and the School together, and "**Party**" means the School or Parent/s;
- 1.18 "**Policies**" means the guides to decision-making adopted by the School to assist the day-to-day running of the School, as published by the School from time to time on the School's website and the School's internal information portal. Those applicable to Parent/s and Learners are available free of charge to Parent/s, including on the School's website www.dsj.co.za.
- 1.19 "**POPI Act**" means the Protection of Personal Information Act, No.4 of 2013;
- 1.20 "**Principal**" means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.21 "**School**" means **Deutsche Internationale Schule Johannesburg NPC**, a non-profit company incorporated in terms of the company laws of the Republic of South Africa, under registration number: 1926/008515/08;
- 1.22 "**School Fees**" means the amount of money payable by the Parent/s to the School in connection with a Learner's education, excluding any Application Fee, Deposit, Admission Fee or Additional Fees;
- 1.23 "**School Rules**" means the rules and regulations of the School, as published on the School's website and the School's internal information portal, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School. These may include (but need not be limited to) the School Rules, School Fee Schedules and School Fee Regulations, as well as the code of conduct and the complaints procedures for Parent/s. Those applicable to Parent/s and Learners are available free of charge to Parent/s, including on the School's website www.dsj.co.za.
- 1.24 "**Magistrate's Court Act**" means the Magistrates' Courts Act, No. 32 of 1944;
- 1.25 "**Term**" means the period of the academic year during which the School holds classes and extra-curricular activities, as notified to Parent/s from time to time;
- 1.26 "**Third Party Payer**" means the person or entity, other than the Parent/s, nominated by the Parent/s to be responsible for the payment of any one or more or all of the Fees, provided that the nomination will not absolve the Parent/s from liability for those said Fees. The details of the Third Party Payer are set out in **Annexure A** to this Contract.

2. **ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL**

- 2.1 The Parent/s acknowledge and accept that the School is acting as experts in education, and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By accepting the offer of a place for the Learner at the School, the Parent/s bind and commit themselves and the Learner to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated in the School's prospectus, mission statement, Policies, School Rules and / or codes of conduct from time to time.



- 2.2 If at any time the Parent/s are of the view that the values, educational methods, mission, ethos and objectives of the School are incompatible with those of the Parent/s or the Learner, the Parent/s undertake to withdraw the Learner from the School subject to the terms and conditions of this Contract and the best interests of the Learner.
- 2.3 The Parent/s undertake that they will, and procure that the Learner will, respectfully adhere to and participate in all School activities that may include any and all cultural practices established by the School as a means of giving expression to its values, ethos and mission. If the Parent/s and/or the Learner conduct themselves in a manner inconsistent with, or that fails to uphold such values, ethos and mission, the School shall be entitled to terminate this Contract after following due process.
- 2.4 The Parties undertake, in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE SCHOOL

- 3.1 **The admission of learners to the School is at the sole discretion of the School which may not grant the Learner admission to the School, or may grant temporary or provisional admission to the School subject to such further terms and conditions which the School may impose. The School may, after following due process, cancel admission in accordance with the School Rules.**
- 3.2 While the Learner remains a learner at the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during School hours and at other times when the Learner is participating in activities organised by the School on School premises only.
- 3.3 Unless the Parent/s write to the School in advance with the specific purpose to withhold their consent, the Parent/s consent to the Learner:
 - 3.3.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury; and
 - 3.3.2 travelling to supervised School activities that take place outside of School premises.
- 3.4 The School will take reasonable care to avoid loss, damage, injury or death to the Learner. The School will not be responsible for any loss, damage, harm, injury or death that results from the Learner taking part in any School activities.
- 3.5 The School shall monitor the Learner's progress at the School and produce regular written reports. The School will advise the Parent/s if the School has any concern about the Learner's progress, but the School does not undertake to diagnose any learning disability or other condition. A formal assessment can be arranged either by the Parent/s or by the School at the Parent/s' expense.
- 3.6 The Parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit the School's ability to provide high quality education to Learners with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the School and its Employees, in their capacity as professionals and experts in education and after following due process, the School cannot, or can no longer, provide adequately for the Learner's special educational needs, the School may elect not to offer admission to the School or may cancel this Contract in terms of clause 12.3.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)



4. DISCLAIMERS AND INDEMNITY

4.1 **The School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including school clothing, sporting and IT equipment, books, or any other personal possessions) brought on to the School premises by the Learner, unless the School or its Employees are in physical possession of that property and damage occurs to that property either because:**

4.1.1 the School or its Employees treated the property as their own; or

4.1.2 the School or its Employees did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property.

4.2 **The Parent/s indemnify the School, the Board, the Principal and the School's Employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever, in respect of damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the Learner's admission to the School. The School shall be liable and liability will not be excluded under this clause 4.2 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Principal and the School's Employees as well as their authorised agents and/or representatives.**

4.3 Unless the Parent/s expressly notify the School in writing to the contrary, the Parent/s hereby consent to the Learner participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well as to the Learner travelling to and participating in School activities, programmes or class trips outside the School. **Subject to the School taking reasonable care to avoid harm and prevent any gross negligence on the part of the School, its Employees or agents, the School is not responsible for loss or damage resulting from such sports, activities, programmes or class trips, and the Parent/s indemnify the School against any claims in that regard.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

5. PARENT/S' GENERAL OBLIGATIONS

5.1 The Parent/s warrant that they have informed the School, upon application for admission of the Learner, or by completing **Annexure D** to this Contract of any special educational needs of the Learner known to the Parent/s, of the kind referred to in clause 3.6.

5.2 In order to fulfil the School's obligations, the School needs the Parent/s' co-operation. Without detracting from any specific obligations contained in this Contract, the Parent/s are required to:

5.2.1 fulfil the Parent/s' own obligations under these terms and conditions;

5.2.2 encourage the Learner in his or her studies, and give appropriate support at home;

5.2.3 keep the School informed of matters which affect the Learner;

5.2.4 maintain a courteous and constructive relationship with School's Employees; and

5.2.5 attend meetings and otherwise keep in touch with the School where the Learner's interests require the Parent/s to do so.

5.3 Subject always to applicable law including, without limitation, provincial legislation applicable to the School, the Principal may, if it is justifiable to do so and after following due process, require the Parent/s to remove the Learner, or may suspend this Contract if the Parent/s' behaviour is in the reasonable opinion of the Principal so



unreasonable as to affect or likely affect the progress of the Learner or another learner (or other learners) at the School or the well-being of the School's Employees or to bring the School into disrepute.

- 5.4 Subject always to applicable law including, without limitation, provincial legislation applicable to the School, the Principal may, if it is justifiable to do so and after following due process, require the Parent/s to remove the Learner, or may suspend or expel, the Learner from the School, if the Principal considers that the Learner's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Principal the Learner's removal is in the School's best interests or those of the Learner, other learners or the wider School community. In this case, the Parent/s will be asked to remove the Learner at a specified date that may be shorter than a full Term. Should the Principal exercise this right, all or a part of the Deposit will be forfeited where:
- 5.4.1 the School is unable to fill the vacancy created by the Learner; and
- 5.4.2 the School has incurred, or will incur, reasonable costs for administering the Learner's removal from the School.
- 5.5 When the Principal contemplates the possibility of removal or expulsion of a Learner under clauses 5.3 or 5.4, it should follow a fair process (which may include a hearing) to solicit representations on the Learner's best interests and right to a basic education.
- 5.6 The School Rules may set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Learner may be expelled or suspended for offences which are not included in these examples. In particular, the Principal may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Learner, or the circumstances of the case otherwise justify such action.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

6. SCHOOL RULES AND POLICIES

- 6.1 **The Parent/s acknowledge and declare that they have read and understood the School Rules and Policies applicable to them and the Learner and agree to abide by and comply with the provisions of those School Rules and Policies. The School undertakes to make copies of all School Rules and Policies applicable to parents and learners available on request and free of charge. These are also available to Parent/s on the School's website www.dsj.co.za and on the School's internal information portal.**
- 6.2 **The Parent/s acknowledge that they are responsible for the Learner, whether on the premises of the School or not, after the School hours or after any School activity/event/function, and when using the School's bus service. The Parent/s undertake that they will ensure that the Learner obeys all School Rules and Policies where they apply to the Learner.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

7. ADMISSION AND DEPOSIT

- 7.1 **The Learner's admission at the School will be secured upon this Admissions Contract being signed by the Parent/s and returned to the School and by payment of the Deposit to the satisfaction of the School.**
- 7.2 **If the Learner does not take up the offered place at the School after the Parent/s have signed the Contract, the application process has been completed and the Deposit has been paid, there will be no refund of the**



Deposit or any part thereof, unless the Parent/s have made prior cancellation of the Contract at least two (2) months prior to the Learner’s intended first day of school. Failing this, the Parent/s agree that the School may keep the Deposit as a reasonable cancellation fee for the Learner’s withdrawal.

7.3 **If cancellation is received more than two (2) months but less than four (4) months prior to the Learner’s intended first day of school, 50% of the Deposit will be refunded. If cancellation is received more than four (4) months prior to the Learner’s intended first day of school, 100% of the Deposit will be refunded to the Parent/s. If the Learner does not take up a place at the School because of their death or long-term hospitalisation, the School will refund the full Deposit.**

7.4 **The School will refund the Deposit on a non-interest-bearing basis when the Learner leaves the School, provided all outstanding Fees have been settled. The School has the right to treat the interest generated from the Deposit as the School’s income, therefore no interest will be added to the refund. The School will deduct from the refund any amounts it may legally keep under this Contract. Upon written request, the School may agree to credit the amount of the Deposit, without interest, against the final payment of any School Fees that are owing when the Learner leaves the School.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

8. PAYMENT OF FEES

8.1 **The Parent/s, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Learner attending the School. The Parent/s also acknowledge that the Fees are payable in advance. Participation by the Learner in certain School activities, including but not limited to class trips, may be subject to the Learner’s School Fees being paid up to date, as stipulated by the School from time to time. Any Fee or other amounts of money owing by the Parent/s to the School not paid on or before the due date will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the NCA, or at such lesser rate as the School determines from time to time in its sole discretion.** Interest not paid to the School on or before the date on which payment is due in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the School will be entitled to recover from the Parent/s default administration costs and collection costs, as contemplated in the NCA, including legal costs on an attorney and client scale and collection commission to the extent permitted by the NCA.

8.2 **The Parent/s and/or the Third Party Payer accept the Additional Goods/Services. The Parent/s and/or the Third Party Payer expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 8.1. The Parent/s and/or the Third Party Payer acknowledge that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise, and that the Parent/s and/or the Third Party Payer have expressly accepted such Additional Goods/Services.**

8.3 **The Parent/s and/or the Third Party Payer accept that they will be liable for the payment of the Additional Goods/Services.** Such Additional Goods/Services include payment for stationery, books, School tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to the School account, which will be payable by the end of each Term. The School will not accept any up-front cash payments for the payment of the Additional Amounts.

8.4 **The Parent/s confirm that a certificate signed by the School’s Financial Manager or Principal showing the amount owing by the Parent/s or the Third Party Payer to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School’s claim is thereafter disputed by the Parent/s or the Third**



Party Payer, the Parent/s or the Third Party Payer shall bear the onus of proving that such amount is not owing and/or due and/or payable.

- 8.5 In the event of a Third-Party Payer taking responsibility for the payment of the Fees, the Parent/s, by the Parent/s' signature hereto, hereby bind themselves jointly and severally in the Parent/s' personal capacity as surety and co-principal debtors with the Third Party Payer for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party Payer.
- 8.6 The Parent/s and the Third Party Payer also acknowledge that if any instalment on account of a Fee which is payable is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable by them. No indulgence or grant of time by the School will constitute a waiver of its rights under this Contract or otherwise.
- 8.7 The Parent/s or the Third Party Payer are entitled to elect (at admission and prior to the beginning of each school year) whether to pay School Fees annually, Termly or monthly, the total costs of which will be set out in a fee schedule and communicated to the Parent/s on admission and in advance of any increase in School Fees.
- 8.8 The Parent/s or the Third Party Payer authorise the School to effect a debit order against the Parent/s' or the Third Party Payer's bank account to effect the monthly payment of Fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in **Annexure B**.
- 8.9 The Parent/s and the Third Party Payer agree that Fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.
- 8.10 Inability to pay Fees due to death or long-term hospitalisation:
- 8.10.1 In the event that the Parent/s or Third Party Payer responsible for the payment of Fees is unable to pay the Fees due to death, or illness resulting in protracted hospitalisation, such Parent/s or Third Party Payer, personally or through an authorised representative, shall be entitled to approach the School to make payment arrangements to the extent that a deviation of the payment terms of this Contract is required.
- 8.10.2 The School's Financial Manager and Principal shall, in their discretion, be entitled to consider any deviation from the payment terms in this Contract on a case-by case basis following the production of either of:
- 8.10.2.1 a death certificate;
- 8.10.2.2 a medical certificate or examiner's report; or
- 8.10.2.3 a certificate or report by a traditional healer registered in terms of the Traditional Health Practitioners Act, No 22 of 2007.
- 8.10.3 For the avoidance of doubt:
- 8.10.3.1 nothing in this clause 8.10 shall limit the rights of the School in respect of any Fees due and payable in terms of this Contract before and after any decision of School management pursuant to clause 8.10;
- 8.10.3.2 the application of the provisions of this clause 8.10 shall not limit or reduce the remedies and recourse available to the School in terms of the common law, statute or this Contract.
- 8.11 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parent/s at least two calendar months' notice of any increase in the fees due for a particular Term. The Parent/s have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parent/s no longer wish to pay, provided that the Parent/s give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 12.2 will apply, and the Parent/s will be required to provide a full Term's (3 months') notice or pay a Term's fees in lieu of notice.



This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

9. SECTION 18A INCOME TAX EXEMPTION FOR THE DONATION OF THE DEPOSIT

9.1 If, at the end of the term this Contract, the Parent/s elect to donate the Deposit to the School, the School, only in so far as it is registered as a Public Benefit Organisation as contemplated in the Income Tax Act, shall issue a receipt to the Parent/s for such donation, which qualifies as a tax-deductible donation for purposes of section 18A of the Income Tax Act.

10. PROTECTION OF PERSONAL INFORMATION

10.1 By completing **Annexure C** to this Contract, the Parent/s' consent is given in terms of the POPI Act for the School to:

10.1.1 collect, store and process names, contact details and information relating to the Learner, and to such information being made available to other parents/guardians, Employees or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners; and

10.1.2 supply information and a reference in respect of the Learner to any educational institution which the Parent/s propose the Learner may attend. The School will take care to ensure that all information that is supplied relating to the Learner is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss the Parent/s or the Learner is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.

11. LEARNER INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Learner may, during their time at the School, create, invent or develop Learner Intellectual Property. Any rights to the Learner Intellectual Property are not transferred to the School and shall remain the property of the Learner. To the extent that any Learner Intellectual Property is included in the circumstances contemplated in this Contract, the Parent/s, on behalf of the Learner, hereby grant the School a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Learner Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

12. TERMINATION AND NOTICE REQUIREMENTS

12.1 For the avoidance of doubt, this Contract will automatically terminate when the Learner completes the School's curriculum and any exit examination the School offers at the end of the Learner's schooling. Until then, and unless otherwise terminated on the terms of this Contract, this Contract has an indefinite term.

12.2 The Parent/s have the right to cancel this Contract at any time, for any reason, provided that they give the School a full Term's (3 months') notice, in writing, of this intention before the withdrawal of the Learner from the School. Alternatively, a full Term's Fees (including Additional Fees pro-rated for the Term) is payable to the School in lieu of notice, and as a reasonable cancellation fee, taking the nature of the educational services, capacity planning and reasonable potential to fill the vacancy into account. Such amount is due and payable on the first day of the Term which would have been the final Term if the appropriate notice had been given. Should the Parent/s have elected to pay annual School Fees or should any Additional Fees have been paid in advance, those Fees will be credited in proportion to the Terms remaining, less any amount payable in lieu of the appropriate notice.



12.3 Subject always to applicable law, including without limitation provincial legislation applicable to the School, the School also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parent/s a full Term's (3 months') notice, in writing, of its decision to terminate this Contract. At the end of the Term in question, the Parent/s will be required to withdraw the Learner from the School, and the School will refund to the Parent/s or the Third Party Payer, as the case may be, the amount of any fees pre-paid for a period after the end of the Term less anything owing to the School by the Parent/s or the Third Party Payer.

12.4 Subject always to applicable law, including without limitation provincial legislation applicable to the School, the School may cancel this Contract immediately after following due process if the Parent/s or the Learner are in Material Breach of any of the Parent/s' or Learner's obligations, respectively, and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the School requiring the Parent/s or Learner, as appropriate, to remedy the breach. The School may, in addition, claim payment of all moneys then owing and damages equal to one Term's Fees (as calculated at the time of cancellation) taking the nature of the services, capacity planning and reasonable potential to fill the vacancy into account, but crediting the amount of any pre-paid fees and refunding to the Parent/s any excess above such damages.

13. ALTERNATIVE DISPUTE RESOLUTION

13.1 Any dispute concerning or arising out of this Contract shall be resolved in terms of this clause 13.

13.2 In the event of any dispute arising out of or relating to this Contract, and subject to the rules applicable under the chosen alternative dispute resolution mechanism, any Party may give written notice (the "Dispute Notice"), indicating that party's designated representative, if applicable, to the other Party or Parties to initiate the procedure set out below.

13.3 The Parent/s may, at their election, (i) approach the Consumer Goods and Services Ombud, the Consumer Tribunal or any consumer court with jurisdiction, (ii) file a complaint with the Consumer Commission, or (iii) refer any dispute to a person or entity providing conciliation, mediation or arbitration services.

13.4 In the event of mediation, the Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by an accredited dispute settlement practitioner.

13.5 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the Dispute Notice or such longer period of time as may be agreed to in writing, then either party may elect to proceed to have the dispute determined by arbitration.

13.6 In the event of arbitration, the Parties may agree in writing on the arbitrator and the arbitration procedure and, failing such agreement within 5 (five) Business Days, the expiry of the period referred to in clause 13.3, or such longer period of time as may be agreed to in writing, then the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the chairperson for the time being of the Association of Arbitrators (Southern Africa).

13.7 Unless agreed otherwise by the Parties in writing in respect of mediation and any subsequent arbitration (as applicable) in terms of this clause 13: (i) the proceedings shall be administered by the Parties; (ii) the proceedings shall be held in Johannesburg; (iii) the proceedings shall be conducted in English; and (iv) the number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).

13.8 The arbitrator appointed for purposes of this clause 13 shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute and the decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall deliver an award together with written reasons within 30 (thirty) Business Days from the date upon which the arbitration ends. A referral to arbitration between the Parties shall interrupt prescription of the claim to which it relates.



13.9 The governing substantive law of the Contract shall be the law of South Africa. The governing procedural law of the mediation and any subsequent arbitration shall be the law of South Africa.

13.10 Nothing in this clause 13 shall preclude any Party from referring a matter to any ombud with jurisdiction or applying to a duly constituted court of competent jurisdiction for relief or urgent interim relief including (but not limited to): (i) to compel mediation or arbitration; (ii) to obtain interim measures of protection prior to or pending mediation or arbitration; (iii) to seek such injunctive relief as may be necessary and appropriate; (iv) to enforce any decision of an arbitrator under clause 13.8, including the final award; (v) for judgment in relation to a liquidation claim; (vi) for the collection of any outstanding monies which may be due and owing to the School in terms of, or relating to, this Contract; (vii) to enforce any term or condition of this Contract; or (viii) to enforce any security granted in terms of, or relating to, this Contract.

13.11 Clause 13 is separate and divisible from the rest of this Contract and will remain in effect even if this Contract is terminated, nullified, or cancelled for any reason.

14. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENT/S AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL

14.1 The Parent/s undertake that they shall not, and will procure that the Learner shall not:

14.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:

14.1.1.1 could have an adverse impact on the School's reputation or public image, or involve it in a public controversy; or

14.1.1.2 are in breach of the School Rules and Policies, ethics, mission and values;

14.1.2 disclose the personal details of the School's Employees, other parent/s and/or learners;

14.1.3 disclose any confidential information relating to the School, including any details surrounding disputes as contemplated in clause 13;

14.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the School or any of its Employees, other parent/s or learners on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith and in accordance with clause 13.

14.2 Failure to adhere to this clause 13.11 shall constitute a material breach of the Contract.

15. CONSENT TO USE OF THE LEARNER IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS

15.1 The School may, from time to time, be required to make use of still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without the name of the Learner, or depicting the Learner, and Learner Intellectual Property.

15.2 The Parent/s are required to complete **Annexure C** to give or deny the School consent to make use of the media contemplated in clause 15.1.

16. GENERAL

16.1 The Parent/s confirm that all the particulars that the Parent/s have furnished or may furnish from time to time to the School, on this Contract or otherwise, are or will be, to the best of their knowledge and belief, full, true and accurate.

16.2 The Parent/s undertake to advise the School in writing of any changes to the details included in this Contract.



17. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parent/s agree that the School, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parent/s as a liquidated debt or debts to the School in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding the provisions of clause 13.

18. VARIATIONS

The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give the Parent/s at least a Term's notice of any such modifications.

19. PARTIAL INVALIDITY

19.1 Each term and condition contained in this Contract is separate from the other terms and conditions in the sense that if any one is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the Contract will otherwise remain valid.

19.2 It is a condition of attendance at the School that the Parent/s sign in the space provided. The School Board may at its discretion consider this declaration and this Contract to be null and void if this document is altered in any way.

20. DOMICILIUM, GIVING OF NOTICE AND SERVICE OF PROCESS

20.1 The Parent/s choose the following residential address/es as their chosen legal address for the service of legal processes, and the postal and email addresses for the giving of any notice under this Contract and all other communications by the School to the Parent/s:

Parent 1:

Name:	
Residential Address (domicilium citandi et executandi):	
Street	
Suburb / City	Postal Code
Postal Address:	
P.O. Box / Private Bag	
Suburb / City	Postal Code
Email Address:	

Parent 2 (if applicable):

Name:	
Residential Address (domicilium citandi et executandi):	
Street	
Suburb / City	Postal Code
Postal Address:	
P.O. Box / Private Bag	



Suburb / City	Postal Code
Email Address:	

- 20.2 The School's *domicilium citandi et executandi* for service of legal process shall be 11 Sans Souci Road, Parktown, Johannesburg.
- 20.3 For purposes of giving notice under this Contract and for all other communication in terms of this Contract the School's electronic mail address shall be: dsj@dsjmail.co.za provided that such notice shall be effective only if receipt thereof is confirmed within 24 hours of transmission.
- 20.4 Any notice required to be given under this agreement shall be valid and effective only if given in writing, provided that correspondence by electronic mail shall be regarded for this purpose as being in writing.
- 20.5 Parent/s shall be entitled to change their domicilium or address for notice on 7 (seven) days' written notice to the School.
- 20.6 Any written notice given by electronic mail shall be deemed to have been received on the day of delivery, if delivered by electronic mail during business hours. Notice given to a postal address shall be sent by registered mail and shall be deemed to have been received on the day of delivery.

Clauses 9 to 20 have been drawn to my attention and I confirm that I understand and accept the legal consequences.

Parent 1	Parent 2 (if applicable)	Third Party Payer (if applicable)

Declaration: I/We, the undersigned Parent/s / Guardian/s, do hereby declare that I/we have read and understood this Admissions Contract, including the School Rules and Policies.

SIGNED at _____ on _____ 20

PARENT / GUARDIAN 1

SIGNED at _____ on _____ 20

PARENT / GUARDIAN 2 (if applicable)

SIGNED by the School at _____ on _____ 20

NAME:

(duly authorised)



ANNEXURE A

Details of Third Party Payer (Payer other than Parents)

	Third Party Payer
Title and Surname	
First Name	
Home Address (physical address in South Africa)	
Postal Address	
Email Address	
a) Name of Account Holder	
b) Name of Bank	
c) Name of Branch	
d) Branch Number	
e) Account Number	
Signature of Third Party Payer	
Date	



ANNEXURE B
DEBIT ORDER INSTRUCTIONS

FROM: Name _____ **TO:** Deutsche Internationale Schule
Johannesburg
Address _____

Name of first child : _____ class: _____

Name of second child : _____ class: _____

Name of third child : _____ class: _____

Account No. with the Deutsche Internationale Schule Johannesburg

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

I/We hereby request, instruct and authorize Deutsche Internationale Schule Johannesburg (DSJ) to draw against my/our account with the below mentioned Bank the amount necessary for payment of amounts invoiced by DSJ not later than the last working day of a month in advance as indicated below. All such withdrawals from my/our Bank account by DSJ shall be treated as though I/we had signed them 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 last working day of each month, in advance. 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 :

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

Account Number :

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

Type of Account : Current/Cheque Savings Transmission

Payment intervals : Monthly

Date of first Debit Order : Month: _____ Year: _____

Amount of Debit Order : Only Monthly School Fees as per Invoice

Signed at : (place) _____ on (date) _____

Signature (as used for signing cheques)

Please advise the DSJ immediately of any changes!



ANNEXURE C PARENTAL CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

1. I/We, the Parents of *(Name of Child)* _____ whose details are set out on pages 1 and 13 of this Contract, unless we at any time instruct the School expressly and in writing to the contrary, hereby give consent for the School to:
 - 1.1 collect, store and process credit information;
 - 1.2 collect, store and process names, contact details and information relating to ourself and our Child, and to such information being made available to staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners, as well as providing references and communicating with the body of former learners;
 - 1.3 include official school photographs, with or without the name of our Child, in School publications, on the School's website, social media pages or in press releases to celebrate the School's or our Child's activities, achievements or successes;
 - 1.4 supply information and a reference in respect of our Child to any educational institution which we propose our Child may attend. The School will take care to ensure that all information that is supplied relating to our Child is accurate and any opinion given on their ability, aptitude and character is fair;
 - 1.5 include any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without the name of our Child, or depicting our Child taking part in School-related activities, including lessons, cultural activities or sports, whether on the School premises or not, for the following uses:
 - 1.5.1 in School publications (whether local or international), the School website, the internal information portal and app, or in press releases to celebrate the School's or the Learner's activities, achievements or successes;
 - 1.5.2 sales and marketing materials of the School such as leaflets, flyers, brochures or any other printed media designed for this purpose and disseminated locally or internationally;
 - 1.5.3 the development of materials for educational or publicity purposes both locally and internationally; and
 - 1.5.4 promotion of the School on the School's official social media platforms, including, but not limited to Facebook, Instagram, Twitter, YouTube or any other such social media platform designated for official use by the School.
2. The School shall (and will procure that any third party professional engaged for the abovementioned purposes shall) under no circumstances sell any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name to any third party.
3. The School cannot be liable for any loss we or our Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained in any reference or report given by the School, including informing any other school or educational institution to which we propose to send our Child of any outstanding fees.
4. The School may not distribute or otherwise publish any of our personal information in its possession, unless we give our consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in our consent to the people and for the purpose stated in our written consent.
5. I/We acknowledge that I/we may withdraw such consent at any time.
6. The consent contemplated above shall be valid, unless withdrawn, only until our Child completes their schooling career or reaches the age of majority, whichever happens first.

Name (Parent/Guardian 1)

Signature

Date

Name (Parent/Guardian 2 – if applicable)

Signature

Date



ANNEXURE D

Elternfragebogen – Anmeldung

Parent Questionnaire – Application

Name des Kindes / Name of Child: _____ Datum / Date: _____

Sollten Sie folgende Angaben nicht bereits auf dem Antragsformular der Schule gemacht haben, füllen Sie bitte diesen Fragebogen aus. Sie können Bemerkungen dazu schreiben oder psychologische Berichte beifügen, wenn es Ihnen erforderlich erscheint.

If you have not previously provided this information on the School's application form, please complete this questionnaire and add comments and psychological reports if necessary.

1. Hat Ihr Kind eine Klasse wiederholt? / Has your Child repeated a grade?

- Nein / No Wenn Ja, bitte angeben welche Klasse wiederholt wurde, und warum /
If yes, which grade and why.

**2. Hat Ihr Kind eine Förderschule besucht oder wird es in einer besonderen Art beschult? /
Has your Child attended a remedial or special needs school?**

- Nein / No Wenn Ja, bitte spezifizieren / If yes, please provide details:

**3. Sind bei Ihrem Kind schon einmal Lernschwierigkeiten oder andere Probleme in der Schule aufgetreten? /
Has your Child experienced learning difficulties or other problems at school?**

- Nein / No Wenn Ja, bitte spezifizieren / If yes, please provide details:

Bestehen die Probleme weiterhin? / Do the problems still exist? Nein / No Ja / Yes



4. Hat Ihr Kind eine Krankheit, Allergie oder psychologische, körperliche, geistige oder Sinnesbeeinträchtigung?

Does your Child have an illness, allergy, or a psychological, physical, cognitive or sensory impairment?

- Nein / No Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

5. Befindet sich Ihr Kind zur Zeit wegen einer Krankheit, Allergie oder psychologischer, körperlicher, geistiger Sinnesbeeinträchtigung in Behandlung, Therapie oder einer anderen Versorgung? /

Is your Child currently being treated for any disease, allergy, or psychological, physical, cognitive or sensory impairment?

- Nein / No Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

6. Benötigt Ihr Kind Medikamente oder andere medizinische oder pflegerische Versorgung oder Unterstützung?

/ Is your Child currently taking medication or receiving medical treatment or nursing care?

- Nein/ No Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

7. Was gibt es sonst noch, das wir wissen sollten? / What else is relevant for us to know?

8. Welche Stärken und Talente hat Ihr Kind? / What strengths and talents does your Child have?

Falls eine der Fragen 2-6 mit „Ja“ beantwortet wurde, wird das Förderzentrum Phönix durch unsere Koordinator:innen informiert. / *If one of the questions 2-6 was answered with "Yes", the Förderzentrum Phönix will be informed by our level coordinators.*



9. Bitte geben Sie die Kontaktdaten bisher und aktueller behandelnder Ärzte, Psychologen, Therapeuten, etc. an. / Please provide the contact details of current or previous doctors, psychologists or therapists.

Name / Name	Behandlungsgrund / Reason for treatment	Telefon & E-Mail / Phone & E-Mail

10. Welche Schulen hat Ihr Kind seit der ersten Klasse besucht? / Which schools has your Child attended since grade 1?

Name der Schule / Name of school	Von / from	Bis / until	Gründe, warum Schule verlassen wurde / Reasons for leaving

Wir haben das Beste für Ihr Kind im Sinn. Eine ausführliche Informationserhebung ist notwendig, um die Bedingungen zu klären, unter denen Ihr Kind an unserer Schule angenommen werden könnte. Bitte bestätigen Sie mit Ihrer Unterschrift, dass Sie uns alle relevanten Informationen gegeben haben. Sollte sich zu einem späteren Zeitpunkt herausstellen, dass wir relevante bzw. wahrheitsgemäße Informationen nicht erhalten haben, behalten wir uns vor, den Beschulungsvertrag aufzuheben. /

We have your Child's best interests in mind. This requires a detailed collection of information in order to clarify the precise conditions under which your Child could be accepted at our School. Please confirm with your signature that you have given us all relevant information. We reserve the right to cancel any Admissions Contract concluded between you and the School if we have not received relevant or truthful information.

Name (Erziehungsberechtigter 1) / Name (Parent/Guardian 1) Beziehung zum Kind / Relationship to Child Unterschrift / Signature

Name (Erziehungsberechtigter 2) / Name (Parent/Guardian 2) Beziehung zum Kind / Relationship to Child Unterschrift / Signature
(falls zutreffend / if applicable)