



FLANDERS COLLEGE
The University Prep High School

012 880 0631 info@flanderscollege.co.za

139 Berg Ave,

Heatherdale AH, Akasia, 0182

Agreement between Flanders College and Parent/Guardian/Account holder:

(Name) _____ (Surname) _____

Date _____

Signature _____

Eagle House School (PTY) LTD

Registration number:
2008/015678/07

GDE Registration Number: **400287**

UMALUSI Accreditation number:
19 SCHO1. 00697

Praxis Education (PTY) LTD

Exam number for NSC (IEB): 11546

Pearson UK centre number: 94958

praxis
BORDERLESS LEARNING

Contract

Section 1: Admissions Policy

Flanders College is an independent school and has been established within the limitations of the South African School Act and is registered with the Western Cape Department of education but follows a Cambridge International Curriculum. We are a discipleship School with a Christian based ethos, aiming to practice Christian faith, ethos, and values during our daily lives at School and on the sport field. (This is in accordance with clause 56 and 57 of the South African Schools Act 84 of 1996.)

1.1 ADMISSION OF STUDENT/S

1.1.1 On completion of the Request for Admission of a student, a student would be subjected to an "Entrance Assessment", of which would be discussed on the first engagement with the parents, legal guardians and any other person/s who may be responsible for such student. The School shall inform the parent/s and or legal guardian of the student/s, a date, time, and venue to which shall construe a process of when the student shall be required to participate in the "entrance assessment", of which may finalise the admission of the student to the School, in the event of the student achieving the required admission criteria.

1.1.2 All students are required by the School's policy to be subjected to an assessment. The School shall inform the parent/s and or legal guardian/s of the student/s, a date, time, and venue for the assessment.

1.1.3 All relevant documents (as indicated in clause 3 of this policy), shall be required to be submitted, on submission of the Application for Admission, together with any other relevant documents as the School may deem relevant, from time to time.

1.1.4 Once all requirements have been met; including completion of the entrance assessment, submission of all relevant supporting documents, the principal would then interview the parent/s and the student/s. Such discussion and information shall be deemed confidential and shall not be discussed with any other person, other than the legal responsible person of the student. Flanders College reserves the right to accept or reject an application should the student not meet the admission criteria.

1.2. AGE NORM

1.2.1 A student must have aged or have turned the approximate age before June of a calendar year, before Flanders College would place a student within the grade specified below.

1.2.2 Flanders College will admit a student in a Grade as determined by the following table;

Grade of student	Approximate age of student (years)	Students' age may not exceed (in the following year)
Grade 8	14	15
Grade 9	15	16
Grade 10	16	17
Grade 11	17	18
Grade 12	18	19

1.3. RELEVANT DOCUMENTS FOR ADMISSION

1.3.1 A completed and signed Application for Admission of student/s,

1.3.2 Certified copies of identity documents or passport or birth certificates of student/s,

1.3.3 Certified copies of valid permits: temporary or permanent residence permit, student study VISA

1.3.4 Certified copies of Identity documents of parent/s and/or legal guardian/s or any person deemed to be responsible person of such student,

1.3.5 Clinic Card and/or immunization card of the student,

1.3.6 Latest school report (if currently attending another school),

1.3.7 Submission of external therapist/OT/Psychologists' recommendations, reports, and/or psychological diagnostic results. Where a student has been tested on recommendation, or educational referrals.

1.3.8 Transfer card from the attending School,

1.3.9 Birth Certificate or acceptable proof of date of birth

1.3.10 An Administration Fee, which is not refundable.

1.4 School Zoning:

1.4.1 School zoning is irrelevant for admission to the School.

1.5 Admission of non-citizens:

1.5.1 Non-citizens will be admitted to the School provided that students are in the possession of one of the following permits: temporary or permanent residence permit, Study VISA.

1.6. Other

1.6.1 I/we, the undersigned, hereby acknowledge and agree to read all policies, terms and conditions that have been provided by the School, at the time of submitting this application for admission.

Parent/guardian: _____

Flanders College : _____

Witness: _____

1.6.2 To maintain a partnership in education together with the teacher, by assisting and supporting the educator whenever necessary, to ensure that the student/s progress is not hindered in any way.

1.6.3 Attend parent meetings to discuss student/s academic progress.

1.6.4 To ensure that the homework of which is given to the student/s are/is completed by the student/s, accordingly.

1.6.5 As the School's resources are limited, the students shall be provided an education in English only.

1.6.6 The parent/s or legal guardian/s of the student/s, further agree to educate the child/children on the School's code of conduct and shall hereby take full responsibility for the child/children, as they are seen as minors within the law of the country.

1.6.7 It is further agreed that all parent/s, legal guardian/s or any legal responsible person of whom may have a child/children admitted to the said School, must report any misconduct, false or misleading statements that may harm the image of the School that has been brought to their attention, by any means possible. Such information shall be deemed confidential and shall not be mentioned, without permission, unless warranted by a court or any such body that possesses such power or authority.

1.6.8 The information stated within this policy, is not limited to any law or legalisation thereof. This policy is issued within the limits and rights of the School, as the School strives to ensure equal opportunities for all individuals that are admitted to the School and practices a code that is fair and just to all students.

Section 2: Use of images and process personal information

2.1 Flanders College recognises the need to ensure the welfare and safety of all young people taking part in any activity associated with our organisation.

We post activities within the School community pages and groups which include but are not limited to the following platforms:

2.1.1 Electronic Mail

2.1.2 Facebook

2.1.2 Twitter

2.1.4 Instagram

2.1.5 School WhatsApp Groups

2.1.6 SCADSYS

2.1.7 D6 Communicator

2.1.8 Microsoft Teams

2.1.9 YouTube

Section 3: Privacy Statement and data collection

3.1 Flanders College is committed to protecting the privacy and accuracy of confidential information in full compliance to the Protection of Personal Information Act 4 of 2013 (POPIA). Other than as may be required by the Public Access to Information Act 2 of 2000 (PAIA) that allows public access to certain types of information, or in response to a court order or other legal instruments that authorize access, personal information will not be shared. We do not re-distribute or sell personal information collected.

3.2 Information collected includes but is not limited to the following:

3.2.1 Identity documents of parents and students

3.2.2 Student academic transcripts

3.2.3 Student race, gender, and religious information

3.2.4 Medical information of students

3.2.5 Parents financial records (Bank statements and payslips)

3.2.6 Home addresses

3.2.7 Contact numbers of parents and students

3.2.8 E-mail addresses of parents and students

3.3 Use of collected information:

The parent, upon registration, signed an agreement incorporating a consent to process personal information. Flanders College is committed to collecting, processing, and distributing of personal information in full compliance with the Constitution of the Republic of South Africa and the Protection of Personal Information Act 4 of 2013. In terms of section 18 of POPIA, if personal information is collected, Flanders College must take reasonably practical steps to ensure that the data subject is made aware of the information being collected.

3.4 To process scholarships and admissions of a student, it is required by law to provide third parties with personal information of the student, usually by electronic means in the form of online system data capturing. This personal information to third parties is necessary for the purpose of the Western Cape Department of Education requirements and assessments, and processing of credit checks.

3.5 Privacy Statement of data collection:

The parent/legal guardian acknowledges that he/she is aware of the following rights with regard to personal information being collected:

3.5.1 Access and right to amend: The parent/legal guardian has the right to access and amend his/her personal information at any reasonable time.

3.5.2 Right to object: The contract holder is entitled to object to the use of information. However, such objection may be rejected or lead to the agreement being terminated if the information is required for legal reasons.

3.5.3 Lodge a complaint to the Information Regulator.

3.6 Distribution of information:

3.6.1 Flanders College will not disclose, without your written consent, personal information about you and/or and your child(ren), except for certain explicit circumstances in which disclosure is required by law.

3.6.2 Flanders College will not distribute or sell personal information to third party organizations.

3.6.3 Cross border transfer where necessary. The personal information may be shared with GL Education and Cambridge Education International Assessment (CEIA) in countries who subscribe to similar data protection laws, on condition of acknowledgement of the confidentiality and privacy of such personal information.

Where the information is shared with similar Education institutions which do not subscribe to similar data protection laws, the written consent of the parent/guardian will be obtained.

Parent/guardian: _____

Flanders College : _____

Witness: _____

Section 4: Financial Terms and Conditions

4.1 ACCEPTANCE OF LIABILITY

4.1.1 The person responsible for the Account (hereafter the Account Holder) as set out in the standard Application for Admission (hereafter the Application) herewith assumes liability for the Account, alternatively binds him-/herself as co-principal debtor and surety for payment of all fees to the School.

4.1.2 The legal guardian, stepparent/s or any other responsible person/s, as described in the Application, bind/binds him- / herself / themselves as surety and co-debtor for the payment of all fees by the Account Holder or any other payments that may arise from this Agreement.

4.1.3 In the case of more than one party accepting liability over the said accumulated outstanding amount, it is agreed that the parties would be said to be jointly and severally liable for the said debt, as enacted in line with the law/s, applicable.

4.2 TERMS OF PAYMENT

4.2.1 It is recorded that fees are determined at the beginning of the year and that the Account Holder is informed thereof in writing.

4.2.2 This application shall only be considered with the required once off fee payable on submission with the aforesaid application which shall be a non – refundable fee.

4.2.3 The Account Holder shall immediately inform the School if he / she has not received an invoice at the start of the academic year.

4.2.4 Fees for 10 (ten) months are payable monthly in advance by means of debit order and/or direct payment in the bank account of the school on or before the 7th (seventh) day of each calendar month and/or per term, payable on or before the 1st day of the said term and/or annually in advance as per the date determined by the school, depending on the fee payment option exercised by the Account Holder in the Application.

4.2.5 The School reserves the right to charge interest of 10% (ten percent) on all accounts that are in.

4.2.6 Payment of monthly fees is not subject to presentation of a statement. Payments are made in accordance with the applicable fee structure of the School.

4.2.7 In the event where an existing account is / has not been managed in the proper manner, no further Applications will be considered.

4.3 BREACH OF CONTRACT

In the event where the undersigned surety, Account Holder or legal guardian commits a breach of contract of any of the terms of this Agreement, the School may on its sole discretion:

4.3.1 Claim damages from the Account Holder and / or the surety and legal guardian; or

4.3.2 Take whatever legal steps that may be deemed necessary.

4.3.3 Should a student, as a result of behavioral problems or specific scholastic problems, not conform with the ethics of the School, the School reserves the right, after proper consultation, to request the parent/s to remove the student from the School and to deny the student access to the School on the said matter of concern.

4.4 GENERAL

Parent/guardian: _____

Witness: _____

4.4.1 This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of the Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill or exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties.

4.4.2 Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.

4.4.3 The School will see to it that the enriched education that is offered by the School also includes the minimum prescribed curriculum (if any) as from time to time prescribed by the government.

4.4.4 The School further undertakes to comply with all statutory obligations and requirements as prescribed by the government.

4.5 JURISDICTION

4.5.1 This Agreement is subject to South African law.

4.6 CREDIT INFORMATION

4.6.1 The Account Holder, surety or legal guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the National Credit Act of 2005.

4.7 DOMICILIUM

4.7.1 The parties choose as their domicilium citandi et executandi the addresses set out in section 5 of this Application.

4.8 LEGAL FEES

4.8.1 In the event where the School takes legal action against the Account Holder, he / she will be liable for all legal fees on an attorney client scale, collection costs and commission, interest and tracing fees including any other related fees that may be applicable.

4.9 CANCELLATION/NOTICE PERIOD

4.9.1 The Account Holder undertakes to give a term's notice, as determined by the School's calendar and such notice needs to be concluded in a written notice of termination of the enrolment or admission of a student/s, failing which the liability will be incurred for the full amount of the following term's fees.

4.9.2 The parent/s is/are obliged to give no less than one terms' written notice before removing the student from the School notwithstanding the reason for such removal. Such written notice must be handed personally to the principal of the School on or before the last day of the preceding School term. A term shall for the purposes of this application be defined as determined by the School calendar and shall be subjected to the changes of such, without consultation with any parent /s in respect, of the said.

4.9.3 Should the parent/s fail/s to give notice as aforesaid, the School will be entitled to recover all unpaid fees and/or interest thereon for the time of the notice period.

4.9.4 The School shall be entitled to terminate the enrolment of any student/s under the following circumstances: With immediate effect, if the student/s is/are guilty of an offence which, in the sole opinion of the School, renders his / her continued enrolment at the School impossible, in which event the Account Holder, after deduction of all amounts otherwise

Flanders College : _____

owing to the School, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such student/s.

4.9.5 In the event of emigration, which is a long process, the School requires no less than a full terms' written notice in advance.

4.10 Payment options and definitions

4.10.1 **Monthly debit order** shall be defined as written authorisation given to the school to debit the bank account of the account holder, as defined in section 4.11

4.10.2 **Annual Payment in advance** shall be defined as a once off payment, made by the account holder, as defined in section 4.11 of this agreement, made in advance to the school at the beginning of the first term, for all fees relating to the admission of the learner/ student, as indicated in writing by the school.

4.10.3 **Monthly direct deposit** shall be defined as a monthly instalment payment made by the account holder, as defined in section 4.11 of this agreement, on a monthly basis of 10 equal payments, as indicated to the account holder by the school.

NB: For all purposes intended and without limitations the said above, the definitions shall not be limited to this agreement and shall apply in accordance with all or any further interpretation if applicable.

4.11 Declaration of the account holder

4.11.1 I / We hereby certify that the information detailed in this application by the account holder is true, accurate and correct. I / We, accept joint and several liability to Flanders College for the total amount due and the punctual payment of the once-off fee, non-refundable enrolment fee, School fees, hostel fees and any other amounts which may become due and payable to the School or in respect of participation in or attendance of any extracurricular activity, including any legal cost that may arise through a process of litigation, if applicable.

4.11.2 The School subscribes to the Consumer Protection Act, where applicable.

4.11.3 I / We accept the Financial Terms and Conditions that have been detailed by the School and submitted to me/us which I/we have understood, accept and agree with, accordingly.

Section 5: Declaration of parent/s / Legal guardian/s

5.1 I / We the undersigned, hereby certify that the information given by me/ us in the Application for Admission is complete and accurate. I / we also agree to the conditions as set out herein. I / we accept that the School is a Christian discipleship School and teaches in English. The School undertakes to educate the students adequately.

5.2 I / we understand that the prescribed number of students per class may be exceeded under special circumstances.

5.3 I / we understand and agree that as the parent/s of the said student/s is/are we are obliged to give no fewer than a full terms' written notice to the School before removing the student from the School notwithstanding the reason for such removal. Such written notice must be handed personally to the principal of the School in advance, prior to the student being removed from the School. Should notice be given between terms, then the full terms' fees will apply.

5.4 I / we further understand and agree that as the parent/s of the said student/s, if I / we fail/s to give notice as aforesaid, the School will be entitled to recover all unpaid fees and / or interest thereon for the time of the notice period. Such notice

shall be waived in the case of matters following a disciplinary hearing or any other such legal proceeding that may arise, during the said relationship.

5.5 I / we further acknowledge and accept that the School's admission policy, Code of Conduct Policy and related policies are available on the School's website, and I / we undertake and accept that I / we will make ourselves familiar with the relevant rules and policies applicable to my child / our children who has / have been admitted to the said School.

5.6 It is further agreed and accepted that the School's policies form the foundation of rules and guidelines, applicable to my / our child / children and the School will not be liable to make such policies known to me / us, as I / we have undertaken to complete this task within my / our personal capacity.

5.7 I/we understand and acknowledge:

5.7.1 That any personal information provided will be processed in line with the prescriptions of the Protection of Personal Information Act no 4 of 2013 and hereby give consent for Flanders College to process this information.

5.7.2 That Flanders College will distribute personal information processed as indicated in Section 4 of this agreement and hereby give consent for Flanders College to distribute this information.

5.7.3 That Flanders College will obtain written consent to process and/or distribute any personal information not mentioned in this agreement.

5.7.4 That I/we the undersigned will not process, distribute, or use any personal information of Flanders College, its staff members or any person associated with the School unless written consent was obtained, or if obliged to do so by a court order.

This application for admission will be reconsidered in the case where reasonable important and relevant information, which should have been disclosed to the School, was withheld intentionally.

Section 6: Indemnity

6.1 I/We, do hereby indemnify and will keep indemnified the proprietors, staff and employees of Flanders College ("the School") and hold them harmless against all and any claim, whether in respect of damages or otherwise, resulting from or arising out of any event, matter or anything whatsoever that may occur to or in connection with your child's/children's belongings while the child/children is/are in the custody, and/or in the care of the School, its proprietors, staff and/or employees.

6.2 I/We give permission for him/her to attend the outings throughout the year. Parents will be informed of each outing by letter. I/We acknowledge that while all reasonable precautions will be taken to ensure the safety and welfare of your child/children, that your child/children attends the School entirely at own risk.

6.3 I/We accept that I/we shall be held responsible for the payment of related medical and/or hospital costs. I/We authorize the School to disburse on our behalf such amounts as may be necessary in respect of emergency medical treatment for our child/children, while in the care of the School and undertake to refund the School upon demand of such disbursements made by the School.

6.4 I/We cede our powers as parents/guardian to the Headmaster/Headmistress of the School, or his/her representative/s should medical treatment, surgery be deemed necessary for my child/children, whom to our knowledge is currently in good health.

Parent/guardian: _____

Flanders College : _____

Witness: _____

Section 7: Code of conduct

7.1 Introduction and Principles

The School fully supports the principles of fair discipline and the consistent and justified application of appropriate disciplinary measures where necessary. The code for students indicates the broad standards of behaviour that are expected of all students at the School and encourages a responsible and self-disciplined approach by students themselves.

7.1.1 Should expected norms of conduct not be met by any student, corrective action will be initiated by School Management. Corrective action may or may not include the application of formal disciplinary measures; steps applied to prevent further occurrences of unacceptable behaviour, and to restore the School / student relationship.

7.1.2 This code is applicable to all students and may also have a bearing on the student's behaviour outside of normal School hours, should the student's conduct impact negatively on the School / student relationship, or the reputation and integrity of the School.

7.1.3 Maintaining of discipline and ensuring orderly classroom behaviour is an integral part of every educator's job. The onus therefore lies with the School's educators and its management to apply this code in an effective and equitable manner, in the interest of the wellbeing of the School, preserving and promoting educational excellence and protecting the rights of all School stakeholders including the students.

7.2 Code of Conduct

In the School context, administrators, educators, parents, and students all have responsibilities. To sustain a positive, orderly, and disciplined learning environment, it is important that these parties to the education relationship acknowledge their responsibilities.

7.2.1 Educators

Educators at the School subscribe to the SACE Code of Professional Ethics and the School's own Code of Conduct for Staff.

7.2.2 Parents

Parents enrol their children at the School subject to their acceptance of all the School's rules and other conditions of enrolment. Parents also have the responsibility to:

7.2.2.1 Actively support the efforts of the School and its educators to teach their children

7.2.2.2 Be informed of all School activities

7.2.2.3 Make positive suggestions and contributions to improve the School's learning environment

7.2.2.4 Support the disciplinary structure and procedures of the School, and the reasonable efforts by the School to apply discipline effectively and fairly

7.2.2.5 Encourage their children to participate in School and extra-mural activities

7.2.2.6 Participate in the learning process and assist their children with homework, provide encouragement, check results, and communicate freely with the School

7.2.2.7 Not expect the School to meet their child's every need

7.2.2.8 Ensure that the learner is in attendance of all compulsory attendance functions and activities, and that the School's conduct and timekeeping requirements are observed.

NB: The signatures of both parent/s and /or legal guardian/s and account holder/s are required, where applicable.

**NAME OF ACCOUNT HOLDER/PARENT/LEGAL
GUARDIAN
(AS PER ID DOC)**

DATE

**SIGNATURE OF ACCOUNT HOLDER/PARENT/LEGAL
GUARDIAN**

NAME OF WITNESS (AS PER ID DOC)

SIGNATURE OF WITNESS

DATE

NAME OF PARENT/ STEPPARENT RESPONSIBLE

DATE

SIGNATURE OF PARENT/ STEPPARENT RESPONSIBLE

Parent/guardian: _____

Flanders College : _____

Witness: _____