



CONTRACT

Between

BAKEN AKADEMIE SKOLE (PTY) LTD (2014/190215/07)

(Hereinafter referred to as "**the School**")

372 Boundary Road
North Riding AH
2162

AND

Accountholder/s' Full Names, Surname and ID numbers

(Hereinafter referred to as "**the Accountholder/s**")

ACCOUNTHOLDER/S' DETAILS

PARENT / GUARDIAN 1

Title: _____ Surname: _____

First Names: _____ ID Number: _____

Relation to Learner: _____ Marital Status: _____

Occupation: _____ Employer: _____

Tel (W): _____ Tel (H): _____ Tel (C): _____

Email: _____

Postal Address: _____ Home Address: _____

Code: _____

Code: _____

PARENT / GUARDIAN 2

Title: _____ Surname: _____

First Names: _____ ID Number: _____

Relation to Learner: _____ Marital Status: _____

Occupation: _____ Employer: _____

Tel (W): _____ Tel (H): _____ Tel (C): _____

Email: _____

Postal Address: _____ Home Address: _____

Code: _____

Code: _____

DECLARATION BY ACCOUNTHOLDER/S

1. Admission of Liability

The individual or individuals (Account Holder/s) as stipulated in the agreement hereby acknowledge their responsibility to the School for settling the school fees and commit themselves as joint debtors and guarantors for the full payment of any outstanding fees to the School.

2. Terms of Payment

The South African Schools Act established a comprehensive national schooling system, which distinguishes between public and independent schools. Public schools are under state control, while independent schools are privately governed. It is worth noting that Parents have a wide range of educational options for their children in South Africa, including public schools, independent schools and home schooling. Baken Akademie assumes full financial responsibility for the school buildings, infrastructure and staff salaries. The School's operating costs are exclusively funded by school fees. Baken Akademie strives to offer and provide a high standard of education, which is expected by both Parents and Learners in the competitive South African education services market. Therefore, the School must budget and allocate resources to achieve and maintain a superior quality education. Failure by Parents to meet their financial obligations under this contract will result in a decline in the quality of education offered by the School.

- 2.1 School fees for a school year shall be decided on or before 1 October of the preceding school year and Account Holder/s shall be notified of the amount via a written notice in terms of the contact details provided for in the Learner Enrolment Form.
- 2.2 School fees shall escalate at least annually as determined by the Board of Directors of Baken Akademie Skole (Pty) Ltd.
- 2.3 The Account Holder/s should immediately inform the School if the monthly invoice is not received. It is the Account Holder/s' responsibility to verify the applicable fees payable.
- 2.4 The enrolment or registrations fee is payable by means of an electronic fund transfer or a direct cash deposit at a bank (where possible using an ATM) upon signing the contract. The amount is non-refundable.
- 2.5 The annual capital- and equipment fund, as contained in the school fee structure of the relevant year, is payable in one instalment on or before the 31st (last) day of November of the preceding year by an electronic fund transfer or a direct cash deposit.
- 2.6 School fees are to be paid in advance, either annually, termly or monthly for 11 (eleven) months.
- 2.7 School transport, where applicable, are payable in advance, either annually, termly or monthly for 11 (eleven) months.
- 2.8 The School reserves the right to levy an interest charge on overdue and/or unpaid fees. The said interest will be calculated monthly in arrears from the due date to the date of payment, both days included.

- 2.9 Baken Akademie shall be entitled to claim all default, administration and collection costs as contemplated in the Magistrate's Court Act 32 of 1944 that may arise as a result of the Account Holder/s failure to pay.
- 2.10 The Account Holder/s consent to Magistrate's Court having jurisdiction in respect of all proceedings connected with this contract, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction in terms of Section 45 of the Magistrate's Court Act 32 of 1944 (as amended). The School shall however not be obliged to institute action in the Magistrate's Court.
- 2.11 The failure by the School to make an account statement or the annual fee letter available to the Account Holder/s shall not absolve the Account Holder/s from payment of any fees as contained therein and it is the Account Holder/s responsibility to verify the applicable fees payable.
- 2.12 Applications might be unsuccessful in the case of, for example, the contractual failure of Account Holder/s. Furthermore, even though the Learner Enrolment Form has been signed by the Parties, the contract may still be cancelled by the School as a result of non-payment by the Account Holder/s.
- 2.13 The School may from time to time notify the Account Holder/s of additional fees which relate to specific activities, outings, stationery, levies and other items which may be occurring or once off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, levies, events or items the added fees relate to.
- 2.14 The Account Holder/s agree to reimburse to the School any expenses that the School incurs on behalf of or in relation to the Learner. Such expenses will be made available to the Account Holder/s on the account statement.
- 2.15 School attendance by the Learner is compulsory. Prolonged absence from the School shall not absolve the Account Holder/s from payment of any fees.
- 2.16 Baken Akademie will send a Financial Clearance form to be completed by the previous school that the Learner attended, if applicable.

3. Breach

It is the responsibility of the Parents to ensure that the Learner, any current or future Guardian/Parent of the Learner, the Account Holder/s, or any person who has rights of control and makes decisions in respect of the Learner shall comply with the policies and school rules of Baken Akademie.

If the Parents or Learner breach the contract or school rules, Baken Akademie reserves the right to issue a notice stating the breach. If the Parents or Learner persist in breaching the contract or school rules, Baken Akademie, without prejudice to its rights and at its sole discretion, may terminate the Learner's enrolment and the contract. Depending on the severity of the breach, the Learner may be required to leave the School immediately. Baken Akademie shall have no obligation to refund any school fees paid by the Parents in such event.

Baken Akademie may demand payment of all outstanding fees owed by the Parents, including the outstanding school fees for the current academic year.

Baken Akademie reserves the right to take legal action or commence legal proceedings against the Account Holder/s, at its discretion.

4. Jurisdiction and Governing Law

This contract shall be governed by the law of South Africa.

5. Credit Information

The Account Holder/s and/or Sponsor hereby authorise the School to conduct any credit inquiries as may be necessary from time to time per the National Credit Act.

6. Whole Agreement

This agreement sets forth the entire agreement between the parties and supersedes all prior agreements, representations, warranties, variations, deletions or agreed cancellation, whether written or oral. No agreements, representations, warranties, variations, deletions or agreed cancellation between the parties other than those set out herein shall be binding on the parties unless reduced to writing and signed by both the Parents and the School.

This agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which shall be taken together and deemed to be one instrument.

If any provision of this agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this agreement to the extent possible. In any event, all other provisions of the agreement shall be considered valid and enforceable to the full extent possible.

7. Domicilia and Notices

- 7.1 Where the Parents have to give a notice to any party in terms of the contract, such notice shall be valid if delivered to the School's physical address or email address, which details appear on the contract.
- 7.2 Where a notice has to be given to the Parents in terms of the contract, such notice shall be valid if delivered to the Parents' physical address or email address, as set out in this contract.
- 7.3 The Parents also appoint the aforementioned address as their domicilium citandi et executandi. The domicilium citandi et executandi address is the physical address and/or email address where the Parents would like all legal notices to be served in respect of all processes which must be served or exceptions which may be taken arising out of the contract.
- 7.4 Parents agree to provide the School with updated email addresses and/or cell phone numbers to ensure that the School is able to contact them.
- 7.5 The Parties may change their address by written notice to the other party.
- 7.6 The Parties agree that notice to one Parent shall be considered notice to all Parents.

8. Legal Costs

In the event that the School briefs legal representatives to enforce or advise the School on any of its rights in terms of the contract or any of the school policies or in order to defend any proceedings brought against the School, or any member of staff or other employee, it shall be entitled to recover these costs on an attorney own client scale, including commission and tracing charges, against the Parents.

9. Suspension / Termination of Admission and Notice Requirements

- 9.1 Parents may terminate the admission and enrolment of a Learner at the School, after the commencement of the first day of the school year, by providing the School with at least 3 (three) calendar months written notice of termination of the enrolment of the Learner.
- 9.2 Should the Parents wish to terminate the enrolment of a Learner prior to the start of the new school year for which the enrolment is applicable, the Parents undertake to furnish the School with written notice of his/her wish to terminate on or before 1 September of the current year. Should the Parents fail to furnish the School with such notice by 1 September, the School may hold the Parents liable for payment of school fees equivalent to a 3 (three) calendar month period of the relevant subsequent year.
- 9.3 The School may summarily and with immediate effect, terminate the Learner contract and enrolment of the Learner, if the Executive Head, or his/her nominee, is, at his/her sole discretion, of the opinion that the conduct and behaviour of either the Parents or Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of other Learners in attendance at the School, and/or the well-being of any member of the School, and/or the School's reputation and good name. In the case of a Learner, who is subject to a disciplinary hearing as a result of his/her conduct, the School shall be entitled, pending the outcome of a disciplinary enquiry, to suspend the Learner from the School, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner in accordance with the Baken Akademie policies and/or school rules. The Parents shall be liable for the full term's school fees which shall become due and owing on the date of cancellation of the contract. The Parents will further be liable for any damage to or loss of school facilities suffered as a direct result of the Learner's misconduct. The School has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the school fees in advance.
- 9.4 The School, by giving 3 (three) calendar months' notice, may terminate the contract and the enrolment of a Learner if the Executive Head is reasonably of the opinion that the School can no longer provide adequately for any special educational needs of such Learner. The Learner shall be removed from the School at the end of the school term in which the School provides the Parents with notice.
- 9.5 The admission of a Learner will end automatically on the death of the Learner.

GENERAL DISCLAIMER

We, the undersigned, hereby acknowledge and confirm that:

1. The School reserves the right to apply the consequences of its Code of Conduct, any other relevant Baken Akademie policies and system of discipline (See attached Addendum A), whether the Learner commits a breach on or outside of the school premises; and
2. We undertake to indemnify and hold harmless the School, and/or the Executive Head and/or any member of staff, and/or any executive committee member, prescribed officer or director of Baken Akademie, against any claims arising from or in respect of the theft, loss, damage or destruction of any personal property of whatever nature (including school uniforms, sporting equipment, books, or any other personal possessions) brought onto the school premises by a Learner (save that this undertaking will not apply to any person in whose care and possession any of the personal property has been placed and the theft, loss, damage or destruction is as a result of gross negligence or intentional damage); and
3. Unless we specifically notify the School to the contrary, our consent to the Learner participating, under supervision, both inside and outside the school premises in any sports; or activities; or travel to any school activity at another venue; which may result in physical injury, shall be deemed to have been given. The School shall not be responsible for any injury, loss or damage to the Learner or the Learner's property resulting from any of the abovementioned activities, except in the case of gross negligence on the part of the school staff or agents, and the Parents indemnify the School against any claims in this regard; and
4. We shall not hold the School and/or the Executive Head, any member of staff and/or any executive committee member, prescribed officer or director of Baken Akademie, liable for any act or omission, that is actionable in law and may/has caused damage, injury or harm, including death, or loss of property, unless the act or omission amounts to gross negligence or was carried out intentionally; and
5. In the event of a Learner making use of school transport, we indemnify and agree to hold harmless the Executive Head, the School and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of Baken Akademie, from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of the Learner's use of the school transport, unless the act or omission amounts to gross negligence or was carried out intentionally.

MEDICAL CONSENT

We, the undersigned, accept that a Learner may require emergency medical care and therefore delegate to the Executive Head and/or his/her nominee and/or staff members of the School, the power to authorise any and all such medical treatment and take any and all such steps that he/she considers necessary to provide the Learner in question with the best medical care possible under the circumstances. If specific medical conditions are present which may impact emergency treatment, it is advisable that a medic-alert bracelet be worn by the Learner.

We have recorded in the Learner Enrolment Form all relevant details of each Learner's medical conditions (if any), prescribed medication (if any) and/or special healthcare needs (if any) and promise to immediately notify the Principal of any changes in a Learner's health, medicine, well-being or special healthcare needs.

We indemnify and agree to hold harmless the Executive Head, the School and any of their directors, managers, representatives, staff members, other employees and/or any executive committee member, prescribed officer or director of Baken Akademie, from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of any medical treatment or medication administered and/or any steps taken to arrange such emergency medical treatment for a Learner.

We acknowledge and accept responsibility for the payment of all medical and related costs for each Learner's medical treatment.

CONSENT FOR THE USE OF PHOTOGRAPHS

The Parents and the Learners acknowledge that informal photographs may be taken of the Learners and/or the Parents at various school events or whilst on the school premises and that insofar as these photographs are placed in the possession or control of the School these photographs might be used by the School in the electronic or printed media such as websites, newspapers, advertisements, magazines and various other sources. The Parents and the Learners consent to the use of the photographs as mentioned in this clause.

We, the undersigned, have read the contents of this contract along with the Learner Enrolment Form, and we declare that we understand the content thereof and agree to be bound by its terms and conditions.

We confirm that all of the information that we have provided/will provide to the School is both true and correct.

We accept joint and several liability towards Baken Akademie for the enrolment or registrations fee, the annual capital- and equipment fund, school fees and additional fees that may occur.

By signing or initialing, this contract will become effective immediately for the duration of the Learner's enrolment in the School.

Signed at _____ on this _____ day of _____ 20 _____ .

Signature (Guardian / Parent 1)

Date

Signature (Guardian / Parent 2)

Date

Signature (Authorised School Representative)

Date

Witness:

1. _____

Date

2. _____

Date

ADDENDUM A

THE CODE OF CONDUCT

1. Intends to promote godly behaviour, to correct wrong-doing and to deter unacceptable behaviour;
2. Prepares learners for adulthood;
3. Provides the basic structure for a happy school community;
4. Aims to establish a safe and secure environment;
5. Ensures disciplined behaviour which is essential for the well-being of the School and the successful achievement of the School's objectives;
6. Endorses the basic rights of educators to teach and to maintain an orderly learning environment, as well as the rights of learners to learn in a secure, non-threatening environment;
7. Aims to promote a climate of mutual self-respect, self-discipline and responsible behaviour;
8. Ensures that disciplinary action will be fair, appropriate and consistently applied;
9. Ensures that in changing times the School can maintain a high standard of discipline, in keeping with Biblical principles and standards.

PARENT ACCOUNTABILITY

1. It is primarily the parents' responsibility to ensure that their children conduct themselves, both within and outside of the School situation, according to Christian principles of controlled, courteous and acceptable behaviour. The School will work in partnership with parents to develop godly character in the learners.
2. The School will contact parents whenever a learner's behaviour becomes a cause for concern and will endeavour, in a spirit of constructive partnership, to resolve the problem. The parents, however, remain the persons ultimately responsible for ensuring that their child meets the disciplinary standards required by the School and the parent body as a whole (as represented by the Board).
3. Parents must, on seeking admission for their children at the School disclose all relevant information regarding any previous disciplinary, learning or behavioural problems. If this is not done and subsequent problems arise, the School reserves the right to request that the learner be removed.

GENERAL SCHOOL RULES

All learners must:

1. Comply with the School Attendance Requirements.
2. Dress according to the School's **Dress and Grooming Code**.
3. Comply with the following **Behaviour Code**:
 - Learners must always behave in a courteous and considerate manner towards each

other, all members of staff and visitors to the School.

- All instructions given by members of staff must be carried out promptly and willingly. Resistance to such instructions, where these are reasonable and not onerous, will not be tolerated.
- Learners are to set a good example regarding appearance and behaviour both during school hours and after school hours, at school and away from school.
- Learners need to guard against doing or saying anything that will bring into disrepute themselves, their family or their school. Ungodly language, negative or destructive speech about others, gossip, etc. is unacceptable. Eph. 4 : 29 - 'Do not let any unwholesome talk come out of your mouths, but only what is helpful for building each other up according to their needs, that it may benefit those who listen.'
- Learners must always maintain acceptable attitudes.
- No learner has the right at any time to behave in a manner which disrupts the learning process, the praise and worship time of other learners or causes another learner physical or emotional harm and disturbance.
- Racial prejudice of any nature will not be tolerated.
- Learners must treat others with respect. Intimidation, victimisation, bullying and fighting will not be tolerated.

4. Comply with the following:

- Smoking is strictly forbidden and no learner may have in his/her possession cigarettes/matches/gas lighters.
- No learner may have in his/her possession alcohol, drugs or other substances which may lead to abuse.
- No learner may partake of and/or be under the influence of alcohol, drugs or other substances which may be abused.

5. Take note of the following, that:

- Stealing is a serious offence and may be referred to the South African Police.
- Learners are to take pride in their school and not be responsible for littering.
- Vandalism will not be tolerated. Any damaging or defacing of property belonging to the School and/or other persons will be regarded as a serious offence. This includes the defacing of surfaces with graffiti. Any damage or loss will need to be recompensed by the learner and/or his/her parents/ guardian.
- Learners are expected to move around the School quickly and quietly, in an orderly fashion and to keep to the left when moving to and from classes. There is to be no running on common walkways.
- Toilet/Ablution rooms are to be kept neat and clean and there is to be no fooling around, bullying or congregating in these areas. No food is to be taken into these rooms.
- The School hall is out of bounds before and after school and during breaks. No games may be played in the School hall unless an educator is present to supervise.

No food or drinks may be taken into the School hall.

- The following areas are out of bounds to learners:
 - * All classrooms before school officially starts and during break.
 - * The offices, storerooms and restricted areas and all educators' offices and workrooms, unless permission has been granted.

6. Comply with the following classroom rules:

- No learner may enter a classroom without an educator being present.
- No learner may borrow keys from the cleaners to unlock classrooms.
- On entering an educator's room, learners are expected to come under that educator's management and to obey all his/her class procedures.
- Late arrival for class is not acceptable.
- When leaving any teaching room at any time, that room must be left in a neat and tidy state, with chairs under desks and all litter picked up and placed in litter

SCHOOL DRESS AND GROOMING CODE

Parents are responsible for ensuring that their child is correctly dressed as per the dress code and uniform list before they leave home. They are also to ensure that:

- All clothing and other dress items are to be clearly marked.
- Personal hygiene is attended to.
- Sunscreen is applied each day before leaving home. Wearing the school hat is encouraged.

1. Advantages of Uniform

- Prevents immodest and slovenly dress.
- Encourages better discipline and performance.
- Helps improve a learner's self-image.
- Helps differentiate schools.
- Provides identity and builds school 'esprit de corps'.
- Reduces annual clothing costs.
- Eliminates daily decision of what to wear.
- Eliminates competition in dress between potential social climbers/trend setters.
- Standardises and neutralises externals whilst enhancing individualisation of internal values.
- Helps to improve general discipline within the School.

2. Code

- The correct uniform, as set out in the dress list, shall be worn during school hours and at all school functions (including sport).
- School and sports shirts should be tucked in.
- Caps/Hats must be removed when indoors and when addressing adults.
- For learners in Grades 7 to 12, school blazers are to be worn to and from school and during assemblies.
- Learners may not remove portions of their school uniform before leaving the school grounds.
- If a learner wears his/her uniform in a public place, it must be worn in its entirety (e.g., no bare feet, loose tie or other items of clothing removed, etc.).
- Learners shall always maintain a neat, clean and tidy appearance.
- Hair: Boys: Conservative cut (no extremes). Tapered cut off the collar (no steps) and at no time to be worn over the eyes. (Short back and sides are not required, but long or untidy hair is not permissible). No 'mod' hairstyles are acceptable. No side-burns or long spikes.
- Hair: Girls: Neat hairstyle, no extremes. If long, it must be tied back, off the face, with navy blue, maroon or white ribbons or clips. No 'mod' hairstyles are acceptable.
- No rings, bracelets or chains are to be worn by girls or boys.
- Jewelry: Boys: May not wear earrings. Watches and medic alert bracelets may be worn. Other items at the discretion of the Principal.
- Jewelry: Girls: One gold or silver stud or sleeper earring may be worn in the lobe of each ear. No precious stones.
- Nails: Only transparent nail varnish is acceptable. Nails must not be able to be seen over the tops of the fingers when viewed from the palm side and must be kept clean.
- No make-up.
- Personal hygiene is to be attended to.
- Each learner is responsible for applying his/her own sunscreen.
- On rainy days learners may wear maroon raincoats. (To be removed once the learner is indoors or under cover).

Note: All clothing items should be covered by parents' insurance.

3. Outings

- Educators will determine appropriate dress for outings - either formal uniform or P.E. kit. Learners may not "mix" these (e.g., wear jerseys instead of tracksuit tops).

4. Offences

- Incomplete dress or incorrect uniform.
- Incorrect grooming or slovenly dress.

- Only a note from a parent will excuse a learner from the above offences, provided that a sound reason is given.

5. Consequences May Include:

- Letter from the Principal to parents and recording of incorrect dress in a register.
- Confiscation of items.
- Call the parents to come to school to correct the uniform.
- Friday or other detention for repeated offences.
- Learners who do not wear the correct uniform on an outing day will not be permitted to go.
- Learners who do not wear the correct sport uniform will not be permitted to play matches.

6. Civvies Days

- The dress code for "Civvies Days" and school occasions when casual dress is allowed, is jeans/shorts and t-shirts with acceptable slogans on them, takkies/sandals.
- The girls may wear dresses or skirts but not minis.
- Tight-fitting, revealing or low-cut clothing is unacceptable.
- The emphasis needs to be on simplicity and comfort, not competition or an attempt to draw attention to oneself.
- Girls in Grade 7 to Grade 12 may wear light make-up.
- Hair may not hang in the face.
- Boys may not wear earrings.