

Excelsior Learning Centre



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ENROLMENT APPLICATION/AGREEMENT

pages1-9 (01/11/2019)

Surname		Photo of Pupil
Full Names		
Grade		
Date of Birth		
Date of application		
Commencement date		

Please read the document, initial each page and sign the last page of the document

For Office Use

CHECKLIST :	TICK
1. Contract signed	
2. Copy of the pupil's most recent report	
3. Copy of the pupil's birth certificate and/or ID	
4. Photo of pupil	
5. Copy clinic card (for all Grade R and Grade 1 pupils)	
6. Transfer and financial clearance documents from previous school	
7. Copies of parents / guardians identity documents and full details completed	
9. Completed Indemnity Form	
10. Pay slips, proof of income and proof of employment of parents/guardians	
11. Proof of residential address	
12. Proof of payments due, before enrolment commencement date	
13. State any allergies:	
14. <u>Emergency contact details:</u> (Please notify the school of any changes)	
<u>Name of contact person:</u>	
<u>Contact number:</u>	

Initial:



ENROLMENT CONTRACT

I / We, parent(s) / guardian(s) of _____
Full Names of Pupil

Confirm herewith the admission of the pupil mentioned above to Excelsior Learning Centre.

This contract becomes valid with the signature thereof and stays valid for the duration of the pupil's stay at Excelsior Learning Centre.

1. INTERPRETATION

In this tuition agreement, except in a context indicating that some other meaning is intended,

- 1.1 'day' means any day of the week, excluding Sundays and public holidays
- 1.2 'month' means a calendar month
- 1.3 'school year' means a period of 12 consecutive months beginning in January and ending in December
- 1.4 expressions in the singular also denote the plural, and vice versa
- 1.5 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 1.6 pronouns of any gender include the corresponding pronouns of the other gender
- 1.7 "Parents" include guardians and "Guardians/s" include parents, of the pupil
- 1.8 For the purpose of this agreement, children shall include adopted children, or any child under the care and control of the parent / guardian (hereinafter referred to as 'the pupil' or 'the student' or the 'child')
- 1.9 Clause headings appear in this agreement for purposes of reference only and shall not influence the proper interpretation of the subject

2. SCHOOL FEES

- 2.1 Excelsior Learning Centre shall advise the parent of the fees applicable to the pupil for the following school year in November of each year. Such notice will be given in writing and sent to the parent via the pupil. The fees applicable for each school year will also be available from Excelsior Learning Centre's administration office.
- 2.2 It is specifically agreed by the parent that the notice of amendments to fees for the ensuing year as provided for 2.1 above is adequate in terms of this agreement.
- 2.3 All fees shall be paid via electronic transfer, or a direct deposit into Excelsior Learning Centre's bank account. Payments to be made monthly in advance, and **no later than the first day of the month**. Payments not received by the 5th day of the month, will be subject to a 10% penalty fee.

3. PAYMENT OF SCHOOL FEES

- 3.1 The parents / guardians hereby agree to fully pay the fees as in 2.3 above, by the 10th January of the school year and thereafter on the 1st day of each succeeding months, for 12 months OR school fees shall be deemed to be payable in full on or before 10th January of the school year or four quarterly payments will be made to the school on the first day of the school term.
- 3.2 A non-refundable registration fee, annual fee and the first month's school fee are to be paid fully prior to the child being accepted by the school. This provision will be strictly applied at all times.
- 3.3 In the event of the parent electing to pay the school fees as provided for in 3.1 should any one instalment not be paid on due date, the full balance then outstanding shall immediately become due and payable.
- 3.4 Excelsior Learning Centre reserves the right to charge interest on arrear fees from the date on which they were due until the date of payment thereof, at the prescribed rate of 10.3%.

4. SCHOOL FEES IN ARREARS

If the school fee account is in arrears, the child/ren will be suspended from attending school until such time the account is up to date or a written agreement/plan is in place to rectify such account. If the school fee account is in arrears, your account will handed over to our attorneys for collection. School fees not paid by the 5th, will be charged a 10% penalty fee.

Payees signature: Payees signature:

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5. DURATION OF AGREEMENT

The Enrolment Agreement becomes valid on signature hereof and stays valid until either party gives a term's written notice (three (3) months). This agreement remains effective from school year to school year until either party gives the other the required written notice i.e your child/ren remain enrolled at the school on a permanent/ ongoing basis until notice is given. The terms of this agreement shall not be effected by the parents prematurely removing the child from the school, and in this regard Excelsior Learning Centre's rights will be fully reserved.

6. CANCELLATION OF AGREEMENT

6.1 Either party may give notice of cancellation of this agreement to the other party by means of 1 (one) full term's (Three (3) months) written notice to the other party.

6.2 A Terms Notice can be given on the following dates: 1 January; 1 April; 1 July and the 1 October of the year.

6.3 In the event of notice being given in terms of 6.1 above the parent shall remove the pupil from the school on the last working day of the month applicable to the notice period and shall be liable for the fees up to the end of that particular month.

6.4 Excelsior Learning Centre reserves the right to cancel the contract with immediate effect, under the following conditions:

- a) Non-payment or arrear school fees,
- b) Disciplinary reasons.

Should the contract be terminated for reasons as stipulated in point 6.4, Excelsior Learning Centre reserves the right to collect 3 (three) months' notice fees.

7. DISCIPLINARY MATTERS

7.1 Excelsior Learning Centre has a code of conduct, school rules and regulations pertaining to discipline, general behavior and dress code of its pupils. The pupil and parents agree to the abovementioned code and rules and regulations. Excelsior Learning Centre is concerned for the safety and well-being of all its pupils and therefore regards acceptance thereof by all its pupils as very important.

7.2 Excelsior Learning Centre does not allow bullying of any kind and strives to create a happy environment for all its students.

7.3 All disciplinary matters pertaining to the education and training of the pupil, in all its facets shall vest in the Principal of Excelsior, or in a person authorized thereto.

7.4 The school has an established legal department that will advise on matters involving principles and law. No disciplinary action will be taken without due consultation with this section and parents will always be advised should a pupil be involved in any serious matters.

8. OBLIGATIONS OF THE PARENT

8.1 The parents / guardians agree to accept with this document, the Enrolment Contract, the medical information form, particulars of pupil, parents / guardians form, indemnity declaration and appointment of 'in loco' parents' form, aftercare enrolment form (if applicable) fee agreement form, the general information form, the uniform dress code, the code of conduct of the school, and the school rules and regulations, all of which are to be read as if specifically incorporated herein, and any amendment thereto from time to time.

8.2 The parents / guardians agree to notify the school within 7 (seven) days of any changes in terms of addresses, contact details, e-mail addresses, telephone numbers, marital status of parent / guardians and or any other information in regards to the pupil that the school should know of.

8.3 The parents / guardians agree to have the pupil immunized against all normal infections and /or contagious diseases and to submit proof of such immunization.

8.4 The parents / guardians agree to mark all clothing of the pupil clearly and not to allow the pupil to bring any valuables or unacceptable, or illegal or dangerous or inappropriate items to school.

8.5 The parents / guardians agree to notify the school immediately of any absence of the pupil from Excelsior Learning Centre and to provide the reasons for such absence. A letter or doctor' certificate can be requested if a pupil is absent for a period exceeding 2 (two) days.

8.6 Admission Policy attached, to be signed.



BREACH

Should the parent commit a breach of any provisions of this agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from Excelsior Learning Centre requiring the parent to do so, then Excelsior Learning Centre shall be entitled, without prejudice to its other rights in law, to cancel this agreement, without prejudice to Excelsior Learning Centre's right to claim any damages suffered by it as a result of any breach.

9. GENERAL

- 9.1 No alterations, cancellations, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties to this agreement or their duly authorized representatives
- 9.2 This document together with the Enrolment Contract, the general school information form, the medical information form, particulars of pupil, parents / guardians, indemnity declaration and appointment of 'in loco parentis' form, aftercare enrolment form, the code of conduct of the school, and the school rules and regulations contain the entire agreement between the parties and neither party shall be bound by any undertakings, representations or warranties not recorded herein.
- 9.3 NO indulgence, leniency or extension of time which either party may grant to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of their rights in the future.
- 9.4 Neither party may cede or assign their rights or delegate their obligations in terms of this agreement without the prior written approval of the other, which approval shall not be unreasonably withheld.
- 9.5 The parties hereby choose domicilium citandi et executandi for all purposes under this agreement at the address as set forth on the face of this agreement or at whichever other in writing.
- 9.6 Any notice in terms of this agreement to be directed by one party to the other shall be sent to the addresses at the addressee's postal address as stated on the face of this document, in which event the said notice shall be deemed to have been received by the addressee 10 days after same was dispatched, unless the contrary is proved.
- 9.7 Should any legal action be instituted by Excelsior Learning Centre against the parent / guardian arising out of this agreement the parent shall be liable to pay all legal costs, including the attorneys commission fee plus vat on the scale as between Attorney/Debt Collector and own client.
- 9.8 A certificate signed by an authorized official of Excelsior Learning Centre as to any amount owed by the parent to Excelsior Learning Centre in terms of this agreement shall be prima facie proof of all the facts stated in the certificate and it will not be necessary to prove the appointment or authority of the official who signs the certificate. Such certificate shall be binding on the parties to this agreement and shall be a liquid document for the purpose of provisional sentence or summary judgment proceedings against the parent / guardian.
- 9.9 It is specifically recorded that Excelsior Learning Centre is not party to any agreements entered into between the pupils parents or guardians, in terms of liability for any fees due to Excelsior Learning Centre in respect of the pupil's tuition (e.g. divorce agreements). In this regard it is specifically recorded that the signatory/ies hereunder warrant that they are responsible for the payment of any fees due to Excelsior Learning Centre.
- 9.10 To request, in writing, to be excused from any activity which is against religious beliefs.
- 9.11 To have privacy in their personal possessions, unless the principal or his/her designee has reasonable cause to believe that illegal or harmful material possessed by the learner are being used to disrupt the educational process.

10. CONDITIONS OF ADMISSION

- 10.1 The parents / guardians of the pupil and the pupil accept herewith the rules and regulations and code of conduct of Excelsior Learning Centre.
- 10.2 The parents / guardians hereby acknowledge and confirm that they are personally liable for all terms and conditions herein and to be effected in terms hereof, including other documents that forms part of this agreement as in 7.1
- 10.3 The parents / guardians and pupils undertake to uphold the schools good name and reputation at all times.
- 10.4 The parents / guardians accept that personal possessions of the pupil are not covered in any risk insurance by Excelsior Learning Centre and that the parents / guardians are responsible for supplying adequate cover for the pupil's possessions.
- 10.5 The parents / guardians accept liability for any loss or damage suffered

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- by Excelsior Learning Centre arising from any conduct of the pupil, however caused.
- 10.6 The parents / guardians accepts that Excelsior Learning Centre will constantly endeavour to take such steps as may be reasonable required under circumstance, to provide a safe environment.
 - 10.7 The parents / guardians hereby indemnify and hold blameless Excelsior Learning Centre, its shareholders, directors employees and agents against any loss, damage or injury which may be sustained from whatever cause, except gross negligence whether on Excelsior Learning Centre's property or en route thereto or there from or in the course of any extramural activity or organized outing in which the pupil or his/her parents / guardians may participate.
 - 10.8 The parents / guardians confirm that all information provided by them is accurate and complete. They further confirm that they understand that this information is a material representation of themselves and is relevant to the acceptance of the pupil to the school.
 - 10.9 The parents / guardians confirm that any change in information supplied in this agreement, including but not limited to the parents / guardians marital status, residential status or employment status does not alleviate the agreement made herein, and any such change will be reported, immediately, in writing to Excelsior Learning Centre.
 - 10.10 The Enrolment Contract constitutes the whole agreement between the parties and no amendment, alteration, addition, variation, representation or warranties, whether expressed or implied, will be of any force or effect unless reduced to writing and signed by both parties.
 - 10.11 All legal correspondence between the parents / guardians sent by Excelsior Learning Centre shall be delivered by hand either directly to the parents / guardians, email or via the pupil or sent by pre-paid registered post. The correspondence shall be deemed to have been received on the date of delivery or on the 5th business day after posting. In regard to all correspondence by the parents / guardians to Excelsior Learning Centre, the onus of proof of delivery shall rest on the parents / guardians.
 - 10.12 The parents / guardians acknowledge that Excelsior Learning Centre shall be entitled to recover all legal costs incurred by it, in order to enforce its rights under this agreement, including but not limited to attorney and own client fees and collection fee of up to 28.6 % and tracing fees.
 - 10.13 The parents / guardians understand that by signing this form he/she/they consent to Excelsior Learning Centre conducting whatever enquiries may be considered necessary to verify any information given in this application, including confirming his/her credit rating with a national credit bureau and contact with previous schools of the pupil.
 - 10.14 Excelsior Learning Centre shall be entitled to cancel this agreement by giving the applicant 3 (three) months notice to this effect.
 - 10.15 The parents / guardians acknowledge that the inability of the pupil to attend school or the absence of the pupil from the school does not relieve the obligation to pay school fees.
 - 10.16 One Terms (Three (3) months) notice must be given in writing of a pupils intention to leave Excelsior Learning Centre or One Terms (3 (three) month's) notice will be billed and payable in lieu of notice.
 - 10.17 The parents / guardians accept joint and several liability for the due and punctual payment of such school fees or other amounts which may become due and payable to Excelsior Learning Centre or in respect of attendance or participation by the pupil in any extra-murial or school related activities.
 - 10.18 The parents / guardians confirm that all information herein is accurate, correct and complete.
 - 10.19 The parents / guardians confirm that they have read and understand the rules and regulations as put forth in this agreement.

Thus done and signed at _____ on this _____ day of _____ 20__

Party	Written Name	Signature	Date
Parent - Father Guardian 1			
Parent - Mother Guardian 2			
Excelsior Learning Centre			

Must be signed by both parents and /or guardians

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PUPILS' AND PARENTS / GUARDIANS DETAILS

PUPILS DETAILS

Name		Surname		
Date of Birth		ID Number		
Gender		Religion		
Nationality		Previous School		
Sibling – Name and Grade	Name	Grade	Name	Grade
	Name	Grade	Name	Grade
Academic Achievements				
Sport / Cultural Achievements				

WHO TO CONTACT IN CASE OF AN EMERGENCY DETAILS

Name	Relationship	Contact Number

PARENTS / GUARDIANS DETAILS

FATHER / GUARDIAN 1		MOTHER / GUARDIAN 2	
Title		Title	
First Name		First Name	
Surname		Surname	
Marital Status		Marital Status	
ID Number		ID Number	
Occupation		Occupation	
Employer		Employer	
Work Tel No		Work Tel No	
Home Tel No		Home Tel No	
Cell No		Cell No	
e-mail Address		e-mail Address	
Postal Address		Postal Address	
Physical Address		Physical Address	



INDEMNITY FORM

INDEMNITY AND APPOINTMENT 'IN LOCO PARENTIS' DECLARATION

I, the undersigned _____ parents / guardians of _____ acknowledge that in certain situations there may be insufficient time to contact parents, guardians or refer to medical records, and consequently the school representative is authorized to utilize the most appropriate medial services available.

And we therefore:

1. Delegate to the Head of the school or his / her representative, the power to authorize whatever medical treatment he/she in their sole discretion deems necessary for the pupil, and in doing so agree that the Head and / or his/her representative should act in loco parentis.
2. Delegate to Excelsior Learning Centre, its Head and his / her representative, parental powers over my child during any school activity, in the classroom, on the school grounds on the sport fields, during practice, recess or any other school activities undertaken and during transport to and from these activities
3. Understand that all school or school related activities are undertaken at our / my and our / my child /ren's own risk.
4. Indemnify and Excelsior Learning Centre, its shareholders, directors, employees and agents harmless in respect of all loss or damage, whether to person or to property, from any cause however arising, which may be sustained by the pupil or parents / guardians stipulated or his / her property or possessions whilst on school property or under school control during any school excursion, activity or outing, or as result of medical treatment administered under paragraph 1 above.

Herewith I / We as parents or guardians agree that this indemnity and appointment in loco parentis shall commence on the date of signature hereof and remain in force for the duration of the pupil's enrolment at Excelsior Learning Centre

Thus done and signed at _____ on this _____ day of _____ 20__

Party	Written Name	Signature	Date
Parent - Father Guardian 1			
Parent - Mother Guardian 2			
Excelsior Learning Centre			

Must be signed by both parents and / or guardians



MEDICAL INFORMATION

Pupils Full Name				Previous Illnesses
Gender				
Medical Aid Scheme				
Membership No				
Principle Member				
Name of Doctor				
Doctor Tel No				
Student Blood Type				
	Tick		Tick	
Allergies - Specify		Anaphylaxis		
Asthma		Blood Pressure		
Diabetes		Drug Sensitivity		
Eczema		Epilepsy		
Hay Fever		Headaches		
Fits / Blackouts		Heart Condition		
Nose Bleeds		Sight /Hearing Problems		
SPECIFY ALLERGIES:				
Is your child taking medication - Specify				
Please state any physical or psychological issues	Yes	Please state medication		
	No			
Please supply any other relevant medical information				

The parents / guardians of the pupil give herewith permission to Excelsior Learning Centre, its head and his/her representatives to exercise the necessary parental powers, over my child during any school activity, on the school grounds, sport fields or any other school activities undertaken and during transport to and from these activities. I/we further confirm the Head of the school or his / her representative/s appointment in loco parentis, having all necessary authority and without limiting the generality in case of an emergency, regarding any medical treatment, operation, or blood transfusions.

The parents / guardians of the pupil accept/s responsibility for payment of all medical and related costs, and undertake/s to refund Excelsior Learning Centre immediately on demand, such funds be dispersed by Excelsior Learning Centre.

The parents / guardians must give written permission and directions for the administration of any medication taken during school hours or after school activities.

Party	Written Name	Signature	Date
Parent - Father Guardian 1			
Parent - Mother Guardian 2			
Excelsior Learning Centre			

Must be signed by both parents and / or guardians

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Excelsior Learning Centre

SCHOOL FEES FOR 2020 (relevant to the current year).

TO WHOM IT MAY CONCERN

The following information pertains to the initial acknowledgment and agreement between EXCELSIOR LEARNING CENTRE

and

Full name and surname of person/s responsible for payment of school fees:

1: _____ ID Number: _____

2: _____ ID Number: _____

Of

Student/s name/s: _____

I/We agree to pay the amount of R _____ per month for School Fees, in full, on or before the first day of each and every consecutive month, for a period of 12 (twelve) months per year - January to December, either in cash, at the office, debit order, or via internet transfer (preferable).
We declare that we are in a financial situation that enables us to afford these school fees and charges.

Amounts payable at time of registration: Registration Fee: R 2900.00 (New students only)

First months school Fee: R (Subject to grade)

Annual Fee: R 800.00 (All students)

Resource Fee: R (Subject to grade- if applicable)

Computer, IT and/or EGD Fee: R..... (To be advised and separately invoiced)

FET Phase Fee: R (Grades 10 - 12) Will be invoiced separately.

Total Due R

This agreement is binding and no other correspondence may be entered into.

Should I not pay the agreed amount as stipulated above, it is understood that legal proceedings will be taken and that I will be responsible/accountable for all fees, (including the attorneys collection commission plus vat) pertaining to the recovery of outstanding monies. **If the school fee account is in arrears, the school will suspend its services to the student until such time that the account is up to date or a written agreement/payment plan is in place to rectify such account. Fees not paid in full, by the 5th of each month will be subject to a 10% penalty.**

Payees signature:

Payees signature:

This agreement has been made between both parties.

Should I require my child/ren to leave Excelsior at any stage, it is hereby understood that I must give one terms notice (three full calendar months). *School fees are still due during notice months.* It is also understood that I may not lay any claim to any deposits, enrolments fees or holding fees, whatsoever. Should any of the payments made to Excelsior, by me, not be authorized by my bank, I acknowledge that I will be liable for all bank fees, interest fees, legal costs and collection fees incurred by Excelsior, in retrieving the fees.

Each agreement is strictly private and confidential and may not be discussed with anyone, whatsoever. Excelsior Learning Centre reserves the right to adjust fees annually and will notify the payee timeously.

Payees signature

Date

Payees signature

Date

For and on behalf of Excelsior Learning Centre

Date

NB: This document must be completed, signed in black pen and returned to Excelsior Learning Centre on the first day of school, or before enrolment commences for new students.

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