



# RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION AT ADVTECH SCHOOLS

## IMPORTANT NOTICE: RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION

By clicking on the checkbox and the “Accept” button on the pop-up screen on the online version of this Agreement, you are accepting the offer of a place at our school and you:

- a) agree to be bound by the Agreement and the associated Debt Management Policy and Parent/Guardian Code,
- b) warrant that you have authority to accept the Contract,
- c) acknowledge the Student Code of Conduct as separately provided,
- d) confirm that the information provided by you now and in future on any platform including the Parent Portal, is correct and complete, and will be kept correct and complete by you, and
- e) acknowledge the need to confirm your re-registration annually thereby accepting amendments to the rules and conditions and updating applicable information including that related to the payment of fees.

If there is any provision in this Agreement that you do not fully understand, or with which you do not agree, please contact the School before accepting the Agreement.

**This Agreement contains important clauses, which are in bold and should be carefully noted as they:**

- **may limit the risk or liability of (Crawford International), an educational brand of The Independent Institute of Education (Pty) Ltd (the “Institute”), or a third party; and/or**
- **may create risk or liability for you; and/or**
- **may require you to indemnify The Institute, its directors, (Crawford International), its staff or a third party; and/or**
- **serve as an acknowledgement, by you, of a fact.**

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## VARIATIONS

The School reserves the right to change or add to these rules and conditions from time to time for legal, safety or other substantive reasons or to assist the delivery of education to the Student. The School will give the Signatory at least a 90 days' notice of any such modifications.

## RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION

### 1 Definitions

In this Agreement/Contract –

- 1.1 **"Additional Fees"** means, where applicable, those fees and charges for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child/the Student, including but not limited to the costs of extra-curricular activities or special educational needs.
- 1.2 **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School, and for which additional fees may apply.
- 1.3 **"Admission/Enrolment"** means the completion of all processes and procedures to admit the student to the school as per this agreement.
- 1.4 **"Application fee"** means an administrative fee that may be charged to cover the costs of processing an application and is NOT offset against other fees.
- 1.5 **"Agreement"** means this document (Rules and Conditions of Enrolment), including all its annexures and any Policies.
- 1.6 **"Annual review"** means the process as set out in Clause 2.2 below and refers to the annual process of reviewing information and provisions of this Agreement in the light of legal and other changes at the School or the payment history of the parent/guardian. This is known as re-registration.
- 1.7 **"Child/Student"** means the child or children (of any age) or school Student admitted by the School to be educated under this Agreement.
- 1.8 **"Deposit"** means an amount of money paid by the Parent(s)/Guardian(s) to the School, which amount is offset against the initial school fees.



- 1.9 **"Enrolment Fee"** means the fee paid by the Parent(s)/Guardian(s) to cover all the administrative costs involved in enrolling a Student at the School. It is not refundable, and it is not offset against any other fees.
- 1.10 **"Fees"** means any amounts owing to the School for a Student's education and related activities at the School. Such fees shall be clearly communicated to you in advance and may include but are not limited to the Enrolment Fee, Deposit, School Fees and Additional Fees.
- 1.11 **"Fee payer"** means the person or entity nominated by the Signatory to be responsible for the payment of any one or more or all the fees, provided that nomination will not absolve the Signatory from liability for those said fees.
- 1.12 **"Personal Information"** means information that relates to an identifiable and living natural person (which includes employees, students and prospective students, parents, candidates and prospective candidates and suppliers) and where applicable, an identifiable and existing juristic person (such as a company, close corporation, or a trust). This information includes: (a) information describing a person, such as their race, gender, sex, pregnancy, marital status, national, ethnicity, colour, sexual orientation, age, health, disability, religion or beliefs, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of a person; (c) any identifying or contact details (such as a person's name, e-mail address, physical address, telephone number, location information); (d) the biometric information of the person; and (e) the personal opinions, views or preferences of (or about) a person or any communications set to or from a person;
- 1.13 **"Principal"** means the person appointed to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated.
- 1.14 **"Processing"** means activities that involve personal information, including activities such as collecting, storing, using, disseminating, marking, restriction, erasing or destroying personal information.
- 1.15 **"Parties"** means the Signatory, Fee Payer, and the School.
- 1.16 **"Policies/School Rules (hereafter Rules)"** means the rules and principles adopted by the School, as published and amended by the School from time to time for legal, safety or other reasons, which are used to regulate the running of the School and to effectively administer it. These Policies may include (but need not be limited to) the School Rules, Schedule of Fees, Debtors' Policy, Rules and Conditions of Enrolment, as well as the Code of Conduct, Parents'/Guardians' Roles and Responsibilities.
- 1.17 **"POPIA"** means the Protection of Personal Information Act 4 of 2013).
- 1.18 **"Re-registration"** means the annual process of confirming adherence to the rules and conditions following the annual review.

- 1.19 **"School"** or "we" means the (College) and (Crawford International) and thus The Independent Institute of Education (Pty) Ltd t/a Crawford International Sandton
- 1.20 **"School Fees"** means the money payable by the Parent/s to the School in connection with a Student's education, excluding any Enrolment Fee, Deposit or Additional Fees.
- 1.21 **"Signatory"** refers to the person(s) who has accepted this Agreement as a parent or legal guardian of the child or as another person who has the due legal authority to contract in relation to this Child/Student. This definition includes "Parent" or "you" which mean each person who has signed this Contract.
- 1.22 **"Special Personal Information"** includes (i) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; (ii) the criminal behaviour of a data subject to the extent that such information relates to: (a) the alleged commission of any offence by a data subject; or (b) any proceedings in relation to any offence allegedly committed by a data subject or the disposal of such proceedings.
- 1.23 **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.24 **"Third Party"** means another person or entity, other than the School, rendering a service.

## 2 General Rules and Conditions of Student Enrolment and Re-Registration

- 2.1 This Agreement is a continuous agreement accepted by the Signatory, as part of the Student's admission or enrolment process and is applicable and enforceable for the duration of the period of the Student's enrolment at the School. This Agreement will terminate when the Student completes the School's curriculum being offered and/or any exit examination of the School, unless superseded by a later agreement of re-registration or otherwise terminated in accordance with the terms of this Agreement.
- 2.2 An annual review process, called re-registration, is effected, that:
- 2.2.1 May result in a process to proceed to cancellation of this Agreement if fees are in arrears.
  - 2.2.2 May require the signing of an annual contract if the main Agreement is cancelled as per the above because of fees not being settled to date in accordance with the relevant provisions of clause 6 of this Agreement.
  - 2.2.3 Includes the acknowledgement and acceptance of updated rules and conditions.
  - 2.2.4 Ensures that all relevant information, including payment plans, financial details and details of parents/guardians and fee payer/s are up to date.
  - 2.2.5 Reinforces commitment to the school rules and policies.



- 2.3 **Failure to participate in the annual review does not constitute a termination of this Agreement or notice of such termination but may impact on the Student's ability to attend school in person or online and use any of the school resources and facilities.**
- 2.4 All students are admitted or enrolled at the discretion of the Principal.
- 2.5 This Agreement, including the related enrolment documents, policies, and rules, constitute the entire Agreement between the Parties. No warranties or representations, whether expressed or implied, shall be binding on the Parties unless they are formally reduced to writing and agreed to by the Parties.
- 2.6 The Signatory agrees to the terms and conditions of the Agreement, and to all Policies and School Rules as published by the School and made available online or through other media such as newsletters and communiques used by the School.
- 2.7 The School reserves the right to change or add to this Agreement and its rules and conditions from time to time for legal, safety or other substantive reasons or to assist the delivery of education to the Student. The School will give the Signatory at least a term's notice of any such modifications.
- 2.8 The Signatory acknowledges that the School may make amendments to any Policy.
- 2.9 **In addition, amendments to any Policy of the School, other than the rules and conditions, will become binding on the Signatory and Third Party (where applicable) within 14 days after notification by the School in a School publication or communique or on the portal to the student system as provided by the School.**
- 2.10 The Signatory undertakes to always uphold the good name and reputation of the School and not to bring same in disrepute, and to require the same of the Student who is in turn required to abide by the Code of Conduct.
- 2.11 The Signatory hereby acknowledges and confirms that the Signatory has read, understood and is familiar with all terms and conditions in the Agreement as well as the associated school rules to which the Student is bound and which the Signatory accepts including, but not limited to, the School Code of Conduct as can be found on the website of the School. Accordingly, the Signatory is personally liable for ensuring that all the duties and obligations arising from the terms and conditions in this Agreement are met.
- 2.12 The accuracy of the Signatory's/Parents'/Guardians'/Third Party's/Fee Payer's and the Student's personal information is extremely important to the School. The Signatory must ensure that the personal information provided is true, complete, and accurate. By accepting this Agreement, you warrant that this is the case.
- 2.13 The Signatory is required to inform the School immediately of any changes to personal information of the parties listed above within 14 days of a change having occurred.



- 2.14 **By accepting the Agreement, the Signatory gives the School permission to conduct enquiries to verify the information given as part of this application, and to check the Signatory's/Fee Payer's/Parents'/Guardians'/Trusts'/Benefactors' creditworthiness through a credit check or other means. This includes contacting the Student's previous school(s) to ascertain payment history.**
- 2.15 The Signatory will supply the School with any information and documentation as required by national legislation, including but not limited to, identity documentation, medical information, valid study visa in the name of the School and academic records.
- 2.16 The Signatory accepts that a failure to produce the required information and documentation may, in the relevant circumstances, at the discretion of the School, result in the termination of the Agreement.
- 2.17 The Signatory agrees that any change in information supplied to the School, including but not limited to the Signatory, Fee Payer, Parents'/Guardians' residential status or details, employment status or contact details does not invalidate the Agreement, and any such change will be reported in writing to the School within 14 days of such change and shall be kept updated by the Signatory on the Parent Portal.
- 2.18 An electronic copy of this Agreement and related documents will be emailed to the Signatory.
- 2.19 The *domicilium citandi et executandi* of the School is:
- The Managing Director: Crawford International Sandton  
Schools Division ADvTECH House  
Inanda Greens Business Park  
54 Wierda Road West  
Wierda Valley  
Sandton
- Facsimile: 0866861506  
Email: The Principal (of the School referenced by the Party  
Copy to the Group Secretary (cc) [groupsec@advtech.co.za](mailto:groupsec@advtech.co.za)
- 2.20 Unless otherwise indicated in writing, the Signatory has chosen a physical address and an email address while completing the information on the Application Portal in preparation for this Agreement as the addresses for service and delivery of legal notices and communications (*domicilium citandi et executandi*) for all matters.
- 2.21 Correspondence from the School will be deemed to have been received by the Signatory on the date of delivery by hand or by verifiable email. For correspondence by the Signatory to the School, the onus of proof of delivery shall rest on the Signatory.



- 2.22 Admission of the Student to a specific campus in terms of this Agreement does not automatically entitle the Student admission or enrolment or transfer to any other campus or brand within The Independent Institute of Education (Pty) Ltd or any other level of schooling. The Signatory and Student will be required to apply for admission at any other campus or brand.
- 2.23 The Signatory acknowledges that the School shall be entitled to recover all legal costs incurred, to enforce its rights under this Agreement, including but not limited to attorney and own client fees, collection, and tracing charges.

### **3 Information and Communication Technology**

- 3.1 In addition to the provisions of the Code of Conduct, attention is drawn in this Agreement to the rules pertaining to all information and communication technology due to its ubiquitous presence.
- 3.2 This applies to all ICT and other electronic devices including but not limited to data storage, receiving, or transmitting devices such as, but not limited to, mobile phones, ear pods or earphones, tablets, laptop computers, or other similar devices, and smart watches. All devices must comply to Municipal by-laws.
- 3.3 Access to the School's computer network, Internet infrastructure and technology tools is a privilege provided at the discretion of the School and intended for educational purposes only.
- 3.4 It is expected that Students will behave in a responsible, efficient, courteous, and lawful manner and access may be limited, filtered, monitored, or withdrawn without notice if this privilege is misused. Disciplinary action may also be taken which may result in suspension and/or expulsion of the Student.
- 3.5 Additional School specific guidelines and expectations appropriate to the ICT resources, and the needs of that School and the age of the children on the campus exist and will be updated and circulated to parents/guardians and Students, as necessary.
- 3.6 Students may not change any setups or settings on the School's network, computer facilities, or servers. Examples include, but are not limited to, changes to existing screen savers, autoexec, configurations, prompts, names, backgrounds, and hardware or software settings.
- 3.7 Students are not allowed to load any software without written permission from the computer teachers, nor may they delete any files, change passwords/names, gain unauthorised access to/hack into any of the computer systems or School or staff or fellow students' files and data.
- 3.8 Students found using other Students' or staff passwords or changing names to gain access to other people's files will be charged with cheating and will face disciplinary action, which may lead to suspension or expulsion.
- 3.9 The School has the right to set up and adopt firewalls and other access and usage control and management systems and protocols to filter and manage use of its facilities.



- 3.10 All use of social media of any type must comply with the principles of the Rules and Conditions of Enrolment as well as the ADvTECH Group's Electronic Communication and Social Media Policy and the School Code of Conduct.
- 3.11 On all platforms and always, Students must conduct themselves appropriately and in such a manner as not to cause or induce, harm, or hurt or offence.

## 4 Indemnity, Liability and Disclaimer

- 4.1 The Signatory consents to the Student participating in the activities of the School, whether conducted on or off the School property, including, but not limited to games, cultural, social, and sporting activities, including contact sport, and tours and excursions of vocational, educational, social, sporting, or general interest which may entail some risk of physical injury.
- 4.2 **The Signatory hereby indemnifies and hold blameless the School, its staff, The Independent Institute of Education (Pty) Ltd and its directors against any loss, damage or injury which may be sustained by the Student from whatever cause (excluding gross negligence), whether on the School property or en route to or from, or during, any extra-mural activity or organised outing in which the Student may participate.**
- 4.3 **The Signatory acknowledges and accepts that personal possessions of the Student are not covered in any risk insurance by the School and that the Signatory is responsible for supplying adequate cover for the Students' personal possessions, including but not limited to sports equipment, electronic equipment, and clothing.**
- 4.4 **The Signatory acknowledges that neither The Independent Institute of Education (Pty) Ltd, its directors nor the School and its staff shall be responsible for any theft or loss of, or damage or destruction to, any property of whatever nature (including school clothing, electronic devices, sporting equipment, books, or any other personal possessions) brought onto the School property or to any school excursion, activity or outing, unless the School or its staff were negligent and did not apply due diligence and care.**
- 4.5 The Signatory acknowledges that in certain emergency situations, there may be insufficient time to contact parent(s)/guardian(s), or to refer to medical records. The Signatory thus delegates to the Principal, or their representative, the power to (a) use their sole discretion to utilise the most readily available medical service or medical facility and (b) authorise whatever medical treatment they in their sole discretion deem necessary for the Student, and in doing so agree that the Principal and/or their representative will, as permitted in common law, act in loco parentis (with the same authority as a parent/guardian).
- 4.6 The Signatory undertakes to communicate to the School objections to any medical processes or procedure being performed on the Student where applicable, such as an objection to blood transfusion. It must be specifically noted that the role of the Principal and/or their representative shall be limited only to inform the medical practitioners of the Signatory's objection to any



medical process if the Principal or representative could reasonably have been expected to access this information at the time.

- 4.7 The Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred regarding the Student where the School has acted in terms of these provisions.
- 4.8 **The Signatory consents to the Student travelling to, and participating in, School activities and programmes outside the School, including consenting to the use of third-party transportation or bus services, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.**
- 4.9 **The Signatory consents, where relevant, to the Student travelling to and from school on transportation arranged by the School, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.**
- 4.10 In addition, should an injury be sustained by the Student making use of the transportation/bus services, the Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred.
- 4.11 **The Parent/Guardian/Signatory retains the responsibility to make travel arrangements suitable for the travel of the Student to and from School and School activities for day-to-day purposes and the School is excluded from all claims in this regard including but not limited to the Student making use of any public or private transport service including e-hailing services.**
- 4.12 **The Signatory acknowledges and accepts liability for any loss or damage suffered by the School because of any act or omission of the Student.**
- 4.13 **The Signatory agrees that this indemnity shall commence on the date this Agreement is signed, regardless of the date that the Student commences attendance at the School and shall remain in force and in effect for the duration of the Student's enrolment at the School under the Agreement.**

## 5 Payment of Fees

- 5.1 The Signatory recognises that the School does not receive any state subsidy and is entirely dependent on fees for its financial viability. This means that you are liable for the payment of the fees.
- 5.2 The Signatory accepts the obligation and full liability for the punctual payment of all fees to the School, and all other amounts that become due and payable to the School.
- 5.3 **In the event of a Fee Payer, who is not the Signatory, taking responsibility for the payment of fees, the Signatory by the signature to this Agreement, binds itself jointly and severally in their personal capacity as surety and co-principal debtor with the Fee**



**Payer for payment to the School of any amounts which are owing and may at any time become owing to the School. The liability of the Fee Payer and of the Signatory arising out of this Agreement is joint and several.**

- 5.4 Any bursary or sponsorship in favour of the Student from the school relates only to School Fees and does not include any Additional Fees or other ad hoc charges as may be levied from time to time.
- 5.5 The Signatory agrees that they have sufficient funds to meet the financial commitments of this liability and in case of more than one person accepting the Agreement, that such persons are jointly and severally liable for the payment of the Fees and other contractual obligations.
- 5.6 The Signatory should note that the School can claim the entire outstanding amount of fees from the Signatory, regardless of their marital status or the existence of a divorce order.
- 5.7 **The Signatory warrants that it has the necessary consent from any party which may be required in law to enable it to enter into this Agreement.**
- 5.8 The Signatory accepts that School Fees are payable annually in advance on or before the first day of attendance of the Student at the School unless arrangements for payment of fees in instalments have been made in writing at the sole and absolute discretion of the School for the payment of tuition fees by debit order or Electronic Funds Transfer ("EFT"). A debit order instruction form will be provided and must be returned as part of the registration process. No payments in cash will be accepted.
- 5.9 If arrangements have been made or will be made for the payment of School Fees in instalments, each instalment shall be paid on or before the first day of each month.
- 5.10 All other fees, over and above School Fees, must be settled on the dates stipulated or no later than on or before the first day of attendance of the following school term, whichever date is first.
- 5.11 The Signatory agrees to pay a non-refundable Application Fee and Enrolment Fee as a condition of enrolment, the amount of each to be advised by the School prior to admission.
- 5.12 If a Signatory enters an agreement/contract for the same Student at another school of The Independent Institute of Education (Pty) Ltd, no further Application Fee and Enrolment Fee will be charged.
- 5.13 Failure by the Signatory or a Fee Payer (where applicable) to pay any amount on due date constitutes a breach of this Agreement. Should the Signatory fail to remedy the breach within the time specified in any notice, this may result in the cancellation of the Agreement. On breach, the Signatory will become liable for all damages that the School has and/or may suffer because of the breach and failure to remedy, as well as the immediate payment of all arrear fees.



- 5.14 A statement issued by the school Finance Team certifying the balance owing from time to time shall be valid and sufficient (prima facie) proof for all purposes of the amount owing by the Signatory in terms hereof.
- 5.15 A poor payment record may impact the standard payment terms available to the Signatory.
- 5.16 The Signatory acknowledges that the inability of the Student to attend School in person or online or the absence of the Student from the School or the suspension of the Student following a disciplinary hearing does not relieve the Signatory or the Third Party and/or Fee Payer (where applicable) of the obligation to pay School Fees.
- 5.17 In the event of the Student's expulsion from the School, the Signatory who has already paid the School Fees for the term or for the rest of the year will be refunded on a pro-rata basis, calculated from the date of the final expulsion notification.
- 5.18 **The following serious consequences may, at the discretion of the School, arise for late or non-payment of fees:**
- 5.18.1 **The Agreement may, after due process, be cancelled where fees are in arrears. Once the Agreement is terminated, the Student will no longer be part of the School and will therefore not be entitled to school services.**
- 5.18.2 **Any outstanding fees may be handed over to a Debt Collecting Agency or an attorney for collection.**
- 5.18.3 **The School may, after due process, give notice that the Student should not return to the School in the next term.**
- 5.18.4 **Any special discount granted by the School to the Signatory may be revoked.**
- 5.18.5 **The full balance of the annual fees outstanding will immediately become due and payable by the Signatory and/or Third Party and/or Fee Payer (where applicable).**
- 5.18.6 **The School may report the Signatory's default to the credit bureau; and this may affect the Signatory's and/or Third Party and/or Fee Payer's creditworthiness.**
- 5.18.7 **The School may take legal action against the Signatory and/or Third Party and/or Fee Payer (where applicable), thereafter which the movable and the immovable property of the Signatory and/or Third Party and/or Fee Payer (where applicable) may be attached to satisfy the judgement order and to recover the debt.**
- 5.19 The School will recover any legal expenses that it has to incur to collect payment from the Signatory and/or Third Party and/or Fee Payer, including any attorney fees at the actual rate charged (that is, the attorney-and-own-client scale), any collection commission and tracing fees.
- 5.20 The School may charge administrative fees for any cost relating to returned debit orders, refer-to-drawer (RD) cheques, reminders, letters of demand, or other fees relating to the collection of payment.
- 5.21 The Student will not be permitted to return to the School physically or online and re-registration of the Student will not be allowed if any outstanding fees from the previous year are not settled before the start of the next academic year or if there is no approved payment plan in place.



**5.22 The School may at the discretion of the Principal or Managing Director impose terms that are necessary to protect its financial interest such as:**

- 5.22.1 Terminating the continuous Agreement and agreeing to the re-enrolment of the Student on a new Agreement, which may be an annual fixed term Agreement, based on full payment upfront. This will be the case where the Signatory has a history of non-payment and/or defaulting on arrangements with the School.**
- 5.22.2 Terminating the continuous Agreement and entering into a new Agreement for the remainder of an academic year only provided that acceptable terms have been agreed to with the Signatory on the payment of arrear fees and fees for the remainder of the academic year concerned, i.e., which can include payment in full upfront for the remainder of the year.**
- 5.22.3 The Signatory acknowledges that enrolling the Student at an independent school that does not receive subsidy and is dependent on fees for its financial viability is a voluntary action that does not make the School liable for the ongoing provision of education if the Signatory does not meet the requirements of this Agreement and that, once due process has been followed to terminate the Contract, the onus is on the Signatory to secure affordable or alternative schooling for the Student if the Signatory is unable or unwilling to meet the terms of the Agreement and that the School is not obliged to retain the Student.**

## **6 Cancellation**

- 6.1 The Signatory hereby agrees that a 90 days' notice is required to terminate or cancel this Agreement.
- 6.2 A cancellation notice must be given within one week of the start of a term and must be given in writing to the School Campus Bursar and Principal.
- 6.3 If no notice is given, the Signatory will be liable for liquidated damages equivalent to a full term's School Fees.
- 6.4 No cancellation of this Agreement by the Signatory shall be of any force or effect unless recorded in writing.

## **7 Cancellation After a Breach**

- 7.1 The School shall be entitled to cancel this Agreement where there has been a breach by the Signatory of this Agreement and the Signatory has failed to remedy such breach after having received a written notice calling on it to remedy.
- 7.2 The School may cancel this Agreement with immediate effect after having followed due process if the parent/guardian is found to be in breach. The School shall have no obligation to return any deposit or pre-paid fees.



- 7.3 Upon receiving the breach notice which may result in cancellation, the Signatory, and the Student where applicable, shall be entitled to make written representations to the Principal in respect of the breach notice, which may include alternatives to cancellation and actions to remedy any breach.
- 7.4 The written representations by a Signatory and, where applicable, the Student, may be followed by an engagement between the School and the Signatory or through any relevant intermediary.
- 7.5 Representations on the impact of the impending cancellation of the Agreement on the Student will be considered but cannot absolve the Signatory from liability for timeous and complete meeting of the Signatory's obligations but may impact on the date on which such cancellation is effected.
- 7.6 Notwithstanding the aforesaid, the School reserves the right to cancel the Agreement where the representations made, and following the conducting of a hearing, it is found that it is not in the best interest of the School and/or its staff and/or its Students to continue with the Agreement or where a breach relates to non-payment of fees and no satisfactory arrangements could be agreed within the period as set out in the breach notice.
- 7.7 In the event of the cancellation of the Agreement following a breach notice, the Signatory will be liable for all damages that the School has and/or may suffer because of the cancellation of the Agreement.
- 7.8 The Signatory undertakes to withdraw the Student from the School on the effective termination of this Agreement.
- 7.9 The School may inform the Provincial Education Department about the termination of the Agreement with the Signatory particularly in relation to the Students that are subject to compulsory attendance at the time that the termination becomes effective.
- 7.10 Unless in writing, the School makes no warranties or representation to a Signatory in breach of the Agreement or defaulting under an arrangement that the School will enter into any new or further contracts with the Signatory after the Agreement has terminated.

## **8 Personal Information**

- 8.1 In order for the School to comply with POPIA and to provide the Student with education we must Process both their personal information as well as the personal information of the Signatory and the Fee Payer. The personal information we process will for example include name, identification number, contact details, payee details, progress reports. In some cases, we may also process Special Personal Information like medical and health information. We will not ask for more personal information than is necessary for us to fulfil our responsibilities.

- 8.2 The Signatory consents and authorises the School to obtain and process such personal information for the Student and the relevant adults (Signatory, Fee Payer, Parents/Guardians) and to store and utilise such information as may reasonably be required to fulfil the conditions of this Agreement and to offer quality education to the Student. The Signatory warrants, by clicking the required button, that it has obtained the necessary consent from all parties in this regard (where applicable).**
- 8.3 Such personal information may be collected and obtained from the Signatory or the Student or the Parents/Guardians or from public record or another source (as the case may be).
- 8.4 Such personal information may be retained by the School and The Independent Institute of Education (Pty) Ltd as envisaged in terms of section 14 of the POPIA and/or processed as envisaged in terms of section 11 and/or 15 of the POPIA.
- 8.5 We will share the personal information processed with other industry, regulatory bodies and service providers but only in so far as is required by them to fulfil their duties or to deliver support in the delivering of education services.
- 8.6 We will treat your personal information with caution and have all generally accepted information security measures in place that are required to protect it. To see the full extent of our Information Privacy Notice, please visit our website at [www.advtech.co.za](http://www.advtech.co.za)
- 8.7 In obtaining the Signatory's personal information through this form or related forms, the School and The Independent Institute of Education (Pty) Ltd is legally obliged to comply with POPIA.
- 8.8 The Signatory accepts that the School and/or The Independent Institute of Education (Pty) Ltd may within the perimeters allowed in law by the relevant legislation, be required to furnish personal information of the Signatory and the Student to other processors of data including the Department of Basic Education, Provincial Education Departments and the Independent Examinations Board (IEB) and by affixing its signature to this Agreement, consent to the disclosure of such personal information.
- 8.9 The Student's next school may contact the School to obtain information about the Signatory and the Student to verify admission information and the Signatory's creditworthiness. The School discloses only the necessary information in response to such enquiries. By accepting this Agreement, the Signatory consents to such disclosure.
- 8.10 The School will not disclose the Signatory's information to the public or to any third parties without informing the Signatory except under the conditions covered in this Agreement or as may be required by law.

## 9 Information Security

- 9.1 In accordance with the POPIA, the School has implemented reasonable security safeguards designed to protect the personal information that is provided by the Signatory. However, no



system is perfectly secure. This means that, while the School takes all reasonable steps to protect the Signatory's information, the School cannot guarantee that its information systems, including its website, email servers or knowledge management portals will not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.

- 9.2 Emails that the Signatory sends to the School are not encrypted; therefore, it is strongly advised that the Signatory does not communicate sensitive information, such as banking details, by these means.
- 9.3 The School further cannot provide any warranty that its website or any files or downloads available on its website are free of viruses, which can corrupt or damage your computer or information technology system.
- 9.4 The School will never send an unsolicited email requesting your personal information including bank account details and identity number, or passwords and PIN-code. The School therefore accepts no liability if the Signatory responds to these emails or accesses any link(s) provided in such a mail, even if the email looks in all material respects to have originated from the School, or The Independent Institute of Education (Pty) Ltd., or ADvTECH Ltd., or our student information systems.

## 10 Medical Information

- 10.1 The Signatory warrants that the medical aid/medical contact information provided to the School as part of the parents'/guardians' and Students' personal information, is complete, up to date and accurate and authorises the school to make use of the information when required.
- 10.2 The Signatory accepts full responsibility for keeping this information regularly updated through the parents' portal of the Schools and Tertiary Academic System (STASY).
- 10.3 The Signatory accepts responsibility for costs incurred for the Student's emergency medical services including but not limited to transportation to the nearest medical facility and emergency medical services provided by the medical facility.

## 11 Photographs

- 11.1 Images of the Student and the Signatory/Parent/Guardian whether by photographic or other means may be collected and used by the School in any publication relating to the achievements of the School.
- 11.2 Photographs may also be used in public relations, marketing, and advertising campaigns (with parent/guardian permission) and these images may continue to be used even after a Student has left The Independent Institute of Education (Pty) Ltd. While the School will use photographs in accordance with the provisions of the POPIA, the School does not have control over third parties within public platforms like social media.





## 12 Direct Marketing

12.1 Consent is hereby provided to the School to provide ADvTECH post school training and education companies the opportunity to contact us with information on the education products and services they offer. For such purposes, we herewith authorise the Principal of the School to provide the necessary opportunities to such institutions on our behalf (in our personal capacity and capacity as legal guardian /parent of the child) as may be necessary or requested by us. We may retract this consent at any time by contacting the Principal of the School.

## 13 Dispute Resolution

13.1 This Agreement is subject to the South African legal framework, and, to the South African regulatory framework for independent schools that are not subsidised by the state.

13.2 In the event of any dispute arising from the interpretation and/or implementation of this Agreement:

13.3 The dispute shall be outlined by the affected party in writing, including the desired corrective action and the timelines thereof.

13.4 All attempts shall be made by both parties to resolve the dispute.

13.5 Both parties reserve their respective rights to pursue legal intervention in the dispute.

## DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE

### 1 Glossary for section on Debt Management and Contract Termination

Term	Definition
<b>Additional fees</b>	The charge or fee for additional services which could be once off (such as tours) or monthly, such as music tuition or aftercare.
<b>ADvTECH Group Shared Services</b>	Shared Services Department in the ADvTECH Group Schools Division. <b>(GSS)</b>
<b>ADvTECH Schools Division</b>	A Division of the Independent Institute of Education (Pty) Ltd.
<b>Fee Structure</b>	An outline of the payment plans and associated fees (school and other) applicable to each respective Student dependent on their grade and for a specific year. This is utilised for billing.
<b>Fixed monthly service fees</b>	These are fees for services such as aftercare or music lessons that are billed at a fixed monthly rate. This is a form of additional fees.
<b>School Fees</b>	These refer to the ordinary fees charged for the teaching and learning of a curriculum.
<b>STASY</b>	Schools and Tertiary Administrative System. This is the system on which academic and financial information for Students is stored and processed.
<b>Suspension</b>	Excluding a Student for financial or conduct reasons from one or more activities of the School as determined on a case-by-case basis.
<b>Termination</b>	Means cancellation of the Agreement. Once the Agreement is terminated, the student will be excluded from all academic or extracurricular programmes/activities.

### 2 The Purpose of this Policy

- 2.1 The purpose of this Policy is to facilitate efficient debt management through a standardised procedure for the collection of outstanding school fees AND to provide for the procedure for termination of the Agreement for debt related reasons.

### 3 Application

- 3.1 This Policy is applicable to all ADvTECH Schools.
- 3.2 Schools that are not in South Africa are also subject to the applicable regulation and laws of their country.



## 4. Responsibility

- 4.1 This Policy is issued under the authority of the ADvTECH Schools Division.
- 4.2 ADvTECH Group Shared Services will ensure that both internal procedures and control measures are in place to record all debt owing to the School and for the recovery of such debt.

## 5. Fees: School/Boarding/Additional Fees

### 5.1 General information

- 5.1.1 Details of the aforesaid fees can be found on the Fee Structure document which is distributed to parents/guardians each year as part of the re-registration process. These fee structures can also be found on the respective Schools' websites.
- 5.1.2 Fees are payable either annually in advance or in accordance with the payment option as selected by the Signatory, which various payment options are set out below.
- 5.1.3 Payment options do not all apply to all schools and all locations and will be limited at the discretion of the Group.
- 5.1.4 Fees can be paid by EFT or by debit order.
- 5.1.5 The Signatory will receive a monthly statement reflecting fees which are payable.
- 5.1.6 All communication in respect of payment arrangements for unpaid amounts will be confirmed in writing by ADvTECH Group Shared Services Debtors Department to the Signatory, immediately. All procedures regarding collection of fees and communication in this respect will be handled by ADvTECH Group Shared Services.
- 5.1.7 It is specifically recorded that the School shall not be regarded as having waived or be precluded in any way from exercising any of its rights under this Agreement by reason of having at any time granted any extension of time for, or having shown indulgence to, the Signatory with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the Signatory.
- 5.1.8 For clarity, failure to issue notice of the breach does not limit the rights of the School.
- 5.1.9 The School will conduct credit checks as and when needed at its sole discretion.

### 5.2 Debit Order

- 5.2.1 Dates available are 1<sup>st</sup>, 15<sup>th</sup>, 25<sup>th</sup> of each month in advance.
- 5.2.2 Please note, the debit option for the 25<sup>th</sup> of each month, must be effective from December the previous year.
- 5.2.3 Should a debit order be returned by the bank because of account payer or signatory action/inaction, an immediate payment will be due by the Signatory, and the associated bank administrative fee charged.
- 5.2.4 Debit orders will be processed for fixed services and tuition/school fees as well as certain additional fees billing. Additional fees billing not collected via debit orders should be



settled by the Signatory via EFT upon receipt of their monthly statement which details the relevant billings. Proof of payment should be provided.

### 5.3 Fees paid Annually in advance (available in most schools)

5.3.1 Fees payable in advance are payable by the 15<sup>th</sup> of January each year for schools that start their academic year in January or by such other date as stipulated on the fee structure document.

### 5.4 Fees paid Monthly in advance (not available in Kenya or Botswana)

5.4.1 Fees payable in accordance with the monthly payment option are payable monthly in advance on or before the 1<sup>st</sup> day of every month.

### 5.5 Fees paid Termly in advance (only available in Kenya and Botswana and for international Students in boarding at some schools)

5.5.1 Fees payable in accordance with the termly payment option are payable termly in advance on or before the 1st day of every term.

### 5.6 Payment terms of additional fees

5.6.1 Additional fees will be charged when due and are payable on presentation of statement.

## 6. Payment Options

The following must be taken into consideration when it comes to selected payment options.

### 6.1 Options for schools that offer an Annual, 10 and 12 Monthly Payment Plan

#### 6.1.1 Payment Option 1 (Annual) – via EFT

6.1.1.1 If annual fees are not paid via EFT by the 15th of January each year or by the date as outlined on the fee structure (should this date be later than the 15th of January), the discounted amount will be forfeited, and the annual billing will then be defaulted to a 10-monthly payment plan only.

#### 6.1.2 Payment Option 2 (10 Monthly) – via EFT or DEBIT ORDER

6.1.2.1 Fees are payable in advance on or before the 1st day of each month either via EFT or DEBIT ORDER.

6.1.2.2 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to suspension or termination, should the situation not be remedied, and the account brought up to date.



### 6.1.3 Payment Option 3 (12 Monthly) – via EFT or DEBIT ORDER

- 6.1.3.1 The 12-month payment option is not available for Grade 12 (matric) Students.
- 6.1.3.2 Payment dates are offered for the 1<sup>st</sup>, 15<sup>th</sup> and 25<sup>th</sup> of each month, in advance.
- 6.1.3.3 Please note, the option for the 25<sup>th</sup> of each month, will be effective from December the previous year.
- 6.1.3.4 Where fee payers opt for a debit order, the debit order is for 12 months (January to December).
- 6.1.3.5 The 12 Monthly Fee option is only available for as long as payments are on time. A debit order is required if a fee payer defaults on timeous payment three times in a year.
- 6.1.3.6 Should a debit order be returned by the bank because of the account payer/signatory action or inaction, an immediate payment will be due by the Signatory, and the associated bank administrative fee charged.
- 6.1.3.7 Debit orders will only be processed for fixed monthly services and tuition/school fees and not for any ad-hoc billings. Any ad-hoc billing should be settled by the Signatory via EFT upon receipt of their monthly statement which details the relevant ad-hoc billings.
- 6.1.3.8 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to suspension or termination should the situation not be remedied, and the account brought up to date.

## 6.2 Options for schools that offer only an Annual and 10 Monthly Payment Plan

### 6.2.1 Payment Option 1 (Annual) – via EFT

- 6.2.1.1 If annual fees are not paid via EFT by the 15<sup>th</sup> of January each year or by the date as outlined on the fee structure (should this date be later than the 15<sup>th</sup> of January), the discounted amount will be forfeited, and the annual billing will then be defaulted to a 10-monthly payment plan only.
- 6.2.1.2 Payment Option 2 (10 Monthly) – via EFT or DEBIT ORDER.
- 6.2.1.3 Fees are payable **in advance** on or before the 1<sup>st</sup> of each month either via EFT or DEBIT ORDER.
- 6.2.1.4 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to termination should the situation not be remedied, and the account brought up to date.

## 6.3 Options for schools that offer a Termly Payment Plan (International Schools and SA Schools with international Students)

### 6.3.1 Payment Option 1 (Annual)

- 6.3.1.1 If fees are not paid by the 15<sup>th</sup> day of January each year or by the date as outlined on the fee structure (should this date be later than the 15<sup>th</sup> day of January), the annual billing will then be defaulted to a termly payment option.

### 6.3.2 Payment Option 2 (Termly)

6.3.2.1 Fees are payable on or before the 1<sup>st</sup> day of each term.

6.3.2.2 Failure to comply resulting in amounts becoming overdue, constitutes a breach of contract which may lead to termination should the situation not be remedied, and the account brought up to date.

## 7. Procedure for Termination of the Contract

### 7.1 Termination process

7.1.1 As soon as the Signatory is in breach of the contract, such as by missing a scheduled payment, the Signatory may be issued with notice of the breach (“breach notice”) and provided with seven days (or such other period which may be reasonable under the circumstances) to remedy that breach.

7.1.2 The Signatory must respond in writing with details of how the breach will be remedied or the alternative course of action, such as an amended payment plan (in instances where the breach relates to non/short payment of school fees), that the Signatory wants the School to consider and must then remedy the breach all within the seven days (or such other period which may be stipulated in the breach notice) from the date of the notice of the breach.

7.1.3 The Signatory, and where applicable, the Student, are invited to make representations against the breach notice and the probable termination of the Agreement. As part of their representations, the Signatory, and the Student (where applicable) must consider the implications of the School’s intended termination of the Agreement on the Student. The input of others may be invited.

7.1.4. The written representations by a Signatory, and where applicable, the Student, may be followed by an engagement between the School, the Signatory and Student, which may also include, where appropriate, any relevant intermediary such as an educator or psychologist concerning the impending cancellation of the Agreement.

7.1.5 If the breach is not remedied within the seven days from notification of the breach (or such other period which may be stipulated in the breach notice) or the School does not agree to an amended payment plan or the representations against the breach notice and the probable termination of the Agreement, a pre-termination letter is issued to the Signatory, with specific reference to the Parents/Guardians conduct, roles, and responsibilities.

7.1.6 The pre-termination letter will include the date on which the student may no longer attend the school in person or online or participate in any school activities or make use of any school systems.

7.1.7 The pre-termination letter may include notice of suspension of the Student from one or more school activities including suspension from attendance at school in person or online or participation in any school activities or making use of any school systems.



- 7.1.8 Though the Agreement is terminated, the School may reach an agreement that the outstanding amount be paid in full and a new Agreement, which may be annual and may be contingent on no further defaults, is signed.
  - 7.1.9 Where the School has accepted the representations made against the breach notice and the probable termination of the Agreement, this decision must be communicated to the Signatory through an Acceptance of Representations Letter. This letter must clearly outline conditions for the continued enrolment of the Student, as agreed to with the Signatory, and where applicable, the Student.
- 7.2 Post termination process (due to breach on financial grounds)
- 7.2.1 The School shall hand the signatory's account over for legal intervention, if not done so yet for the recovery of outstanding fees. This may include attachment of assets.
  - 7.2.2 The student may only be re-enrolled at the same school or any other school in the division at the discretion of the Managing Director, if this is done in writing, as provided for under the Agreement and only if the arrears fees are fully settled if this was the reason for the termination.
  - 7.2.3 The School may disclose the payment profile of the parent/guardian to the new school, when requested to do so.
  - 7.2.4 The School may inform the Provincial Department or its representative in respect of the terminated Agreement or notice that the School shall not enter into any new or further agreements with the Signatory because of the default on the Agreement.

## PARENTS'/GUARDIANS' CONDUCT, ROLES AND RESPONSIBILITIES

### 1 Introduction and Purpose

- 1.1 The main purpose of this Policy is to outline the requisite conduct, roles, and responsibilities of the parents/guardians; to enhance the quality of fulfilment of the School's obligations to the Students.
- 1.2 This Policy forms an integral part of the Agreement.
- 1.3 The ADvTECH Schools Division educational experience is founded on a policy of mutual respect and recognition of the individual in relationships between scholars, parents/guardians, and staff.
- 1.4 Parents/Guardians and the staff of the School share a partnership in all aspects of the Student's development, including social, moral, physical, emotional, and intellectual development. An integral part of this process is to instil confidence in a Student to explore and express their ideas in a secure environment free from fear of humiliation or failure. The outcome of this process will be the development of the Student's sense of justice, equity and dignity culminating in a sense of self-discipline, self-confidence, responsibility, and accountability.
- 1.5 It is in this context that we request the essential participation and cooperation of parents/guardians in providing the optimal environment for the growth and development of their children.
- 1.6 All Students (above Grade 3) sign a Code of Conduct which embraces the values and ethos which we wish to promote in our schools. We encourage parents/guardians to help their children understand and abide by these principles, emphasising that these same rules protect them from the excesses of others.
- 1.7 Further, our schools do not prescribe one set of rules for Students and another set for staff or for parents/guardians. We ask that parents/guardians and staff display the appropriate behaviour that they expect to inculcate in the Students.

**It is a requirement that all parents/guardians read and acknowledge this Code of Conduct on an annual basis during the re-enrolment process.**



## 2 General

### 2.1 Payment of School Fees

- 2.1.1 The parent/guardian recognises that the School was established and is being maintained at its 'own expense', as contemplated by Section 29(3) of the Constitution of the Republic of South Africa. This means that the School does not receive any state subsidy and is entirely dependent on the collection of applicable fees for its financial viability. It is for this reason that Parents/guardians are liable for the payment of school fees; and where applicable, additional levies for their children.
- 2.1.2 The parent/guardian accepts the obligation and full liability for the punctual payment of all fees to the School, and all other amounts that become due and payable to the School.
- 2.1.3 The School reserves the right to use legal means at its disposal, to collect fees that are due by parents/guardians.
- 2.1.4 The parent/guardian accepts that failure to pay the school fees, would constitute a breach of their Agreement with the School, and may, after due process, lead to the termination of the Agreement. Once the Agreement is terminated, the parent/guardian will have to find an alternative school for their child; but they will still be liable for the payment of outstanding fees for their children

### 2.2 Communication

- 2.2.1 Positive, direct, open, and honest communication amongst Students, parents/guardians and teachers will promote relationship building which will inevitably enhance healthy and constructive learning and teaching processes.
- 2.2.2 The School keeps parents/guardians informed through newsletters, circulars, text messages, parents' evenings, digital platforms and 'classrooms' and notice boards. We encourage parents/guardians to read all forms of communication from the School and to respond where pertinent.
- 2.2.3 Our School maintains an open-door policy. Parents/Guardians are encouraged to bring any concerns to the attention of the appropriate staff members or principal, and to communicate with the teacher, coach, or Principal timeously regarding areas of concern before they become major issues.
- 2.2.4 Parents/Guardians are encouraged to ensure that they arrive timeously for appointments with the Principal or teachers.
- 2.2.5 Parents/Guardians should inform the School of any occurrences or incidents in the home which might impact on the Student's behaviour, e.g., trauma, death, illness.
- 2.2.6 It is incumbent on Parents/Guardians to disclose any relevant educational information regarding their child during the applications process.
- 2.2.7 Parents should at all times follow the available dispute escalation process available to them through the school, brand office and finally, ADvTECH Group support office.
- 2.2.8 Parents electing to involve legal counsel for dispute resolution, before having followed available internal escalation channels, will become liable for associated ADvTECH legal fees when having to respond to such matters.

### 3 Conduct

#### 3.1 Punctuality

- 3.1.1 Parents/Guardians should ensure that their children arrive in good time to be in class by the school starting time. Unless unavoidable, lateness for class is not only disrespectful towards the teacher and fellow Students, but often results in the Student feeling embarrassed.
- 3.1.2 In the event that a Student is late, the parent/guardian should submit a late note via their child which will be recorded before the Student is sent to class.
- 3.1.3 Should Students be responsible for their own late arrival, the parent/guardian should not try to justify or assume the responsibility, but should rather help the Student understand the infringement, and help him/her to avoid a recurrence. Accountability, rather than excuses, is encouraged.
- 3.1.4 Parents/Guardians should equally ensure lateness for sports events or school functions is avoided for the same reasons.
- 3.1.5 Please note that consistent lateness by a Student is an offence in the School's Code of Conduct.

#### 3.2 Attendance

- 3.2.1 Absence from school for even one day puts enormous pressure on a Student to catch up the work missed. For this reason, we request that parents/guardians avoid making doctors, dentists, or any other appointments during the school day.
- 3.2.2 Parents/Guardians should ensure that valid absenteeism is reported to the School at the time of, or as soon as possible after their child's absence. In addition, a note when the Student returns is requested.
- 3.2.3 Absenteeism on the day of a test or examination requires a doctor's certificate indicating that the Student was incapacitated.
- 3.2.4 Parents/Guardians are strongly advised not to take their children on holiday during school terms or have extended holidays. This not only disrupts vital learning processes but may impact negatively on their children when volumes of work must be caught up. The School does not commit to rescheduling examinations or assessments, nor to catching up missed work resulting from extended holidays.

#### 3.3 Dress Code

- 3.3.1 The dress code is clearly outlined in the School's Code of Conduct.
- 3.3.2 Dress code reflects a culture of respect and discipline. Parents/Guardians are encouraged to ensure that their children are dressed appropriately within the clearly defined parameters as set out in the School's Code of Conduct. Parents/Guardians are requested to support the School in ensuring that Students are well presented.
- 3.3.3 Parents are expected to dress appropriately for the school environment and functions, be they informal or formal.

### 3.4 Time Management

- 3.4.1 The School emphasises the need for Students to have quality leisure and recreational time. The pressure on Students to achieve academically, to complete homework and projects and to participate in extra-murals often obscures this need.
- 3.4.2 Whilst teachers are continually made aware of the pressure on Students, procrastination and weak time management can lead to late nights and ineffectiveness at school. Parents/Guardians are expected to monitor and assist in managing excessive time spent on digital devices (on such things as social media, streaming, gaming etc.) and/or at social events which could negatively affect a Student's health and/or academic performance.
- 3.4.3 Parents/Guardians need to encourage their children to make constructive and effective use of time during class and study periods and to help them organise their homework time effectively. Whilst study methods remain the responsibility of the teacher, parents/guardians are encouraged to impose time limits for subjects and study time reserved. Study timetables should be developed and adhered to especially for examinations.
- 3.4.4 An open-door communication strategy is encouraged in all our schools; hence Students and parents/guardians are encouraged to contact teachers with realistic concerns regarding workloads and time management.
- 3.4.5 Should your child continuously be 'tired', never able to complete homework despite working long hours, never participates in leisure activities or becomes withdrawn, some form of intervention may be required. Please contact the School if such behaviour is observed.

## 4 Parents' Role

### 4.1 Daily Organisation

- 4.1.1 Messages to Students in class via Reception will only be passed on in extreme situations. Parents/Guardians are encouraged to ensure that all necessary arrangements for pick up or lifts are finalised before dropping their children at School.
- 4.1.2 Parents/Guardians should ensure that their children are properly equipped for the day before leaving home. The School cannot be expected to distribute lunches, books, projects, and sports equipment once School has started.
- 4.1.3 The School retains the right not to release a Student into the custody of a non-recognised or unauthorised person after school or during the school day. Should your child not be fetched by a regular guardian on any given day, the School should be advised accordingly.
- 4.1.4 A Student who must wait for long periods to be fetched from school or after sporting fixtures is a Student at risk. A period of no more than 30 minutes from the appointed time is allowed.
- 4.1.5 The normal operating hours of the school will for part of a separate communication to parents/guardians. If Students are to be dropped at school before 07:00, the School will not be responsible for their supervision or safety; unless otherwise arranged with one of

the (class) teachers. Students not involved in school activities may not wander around the school grounds unattended. See 3.1.4 above.

- 4.1.6 Parents should ensure that Students proceed directly to the relevant venue(s) for afterschool and evening activities and events. Students who choose to leave school premises prior to or during an event without the parent's/guardian's or School's permission are not the responsibility of the School.
- 4.1.7 Parents should be vigilant in using transport and taxi services and ensure their children are safely delivered to the correct destination at the correct time. The School does not accept any responsibility for monitoring or managing the use of transport or taxi services.

#### 4.2 Responsibility regarding information technology

- 4.2.1 Out of school, parents/guardians bear responsibility for the same guidance of Internet use as they exercise with other information sources such as television, telephones, movies, radio, and other potentially offensive media. Parents/Guardians are responsible for monitoring their child(ren)'s use of technology, including Student access of the School's resources from home or a remote location.
- 4.2.2 Parents/Guardians need to be responsible for 'Safe Search' options on private devices with private 3G-cards.
- 4.2.3 Parents/Guardians are expected to monitor the use of technology for the purposes of cheating and should support the School in actively preventing plagiarism, cheating and dishonest conduct using technology.
- 4.2.4 Parents are expected to help the school in monitoring their children's full compliance with the Information and Communication Technology policy and all other school policies.

#### 4.3 Social Conduct

- 4.3.1 It remains the responsibility of the School to maintain acceptable behaviour of Students, parents/guardians, and staff whilst on the school campus. Please address any concerns immediately to the School or the Principal.
- 4.3.2 School property, property belonging to school employees and property of Students needs to be respected by all Students, parents/guardians, and staff alike.
- 4.3.3 Respectful and appropriate language needs to be always exercised by all members of the community.
- 4.3.4 Parents/Guardians need to demonstrate respectful behaviour towards all persons based on race, colour, creed, gender, sexual orientation, or disability on school grounds or at any school activity.
- 4.3.5 Parents/Guardians may not distribute or sell materials, nor advertise services on school grounds or at school functions without the specific permission of the Principal.
- 4.3.6 Parents/Guardians should encourage their child(ren) to participate fully in the activities of the School.
- 4.3.7 Parents/Guardians need to respect and support Students, other parents/guardians and staff in learning and teaching processes that are in progress and are expected as such not to disrupt any school lesson or activity, or obstruct any school employee, fellow parents/guardians or Student going about their business.

- 4.3.8 No parents/guardians may approach a Student other than their own child without the express permission of the Student's parents/guardians or a representative of the School.
- 4.3.9 Parents/Guardians are prohibited from approaching and verbally or physically abusing any Student participating in a school activity. Such action will result in censure and may lead to legal action.
- 4.3.10 Parents/Guardians and Students may not be in possession of or under the influence of alcohol or drugs while on school grounds or at general school functions.
- 4.3.11 Notwithstanding 4.3.10, parents/guardians may partake of alcohol in moderation at certain functions where the School Principal has specifically sanctioned such use.
- 4.3.12 Parents/Guardians should endeavour to uphold moral and legal behaviour of their child(ren) especially as regards alcohol, cigarettes, substance abuse and sexual activity.
- 4.3.13 The School encourages a healthy sporting culture commensurate with our values and ethos. Parents/Guardians are encouraged to recognise participation and achievement by their children in their selected activity. Aggressive or unsportsmanlike behaviour whilst attending contests or matches as well as interference with referees or judges may result in the parent/guardian being asked to leave the premises, an action which may cause unnecessary embarrassment to the child.
- 4.3.14 Parents/Guardians may not interfere with the casting, selection, training, or direction of Students involved in cultural events and/or productions and/or where competitive events take place and may not challenge the decisions of adjudicators or judges, other than in writing via the Principal.
- 4.3.15 Parents/Guardians should be aware at all times of the whereabouts of their child(ren) and set parameters as far as timelines, transport arrangements, dress code and appropriate behaviour is concerned. Students should be fetched from school and school activities punctually and within a reasonable time of the event/activity ending.
- 4.3.16 Children respond positively to good example, empowerment, encouragement, and expectation. The School sets high, realistic standards and takes pride in helping children achieve to their full potential. Parents/Guardians should expect no less of their children and should always provide them with positive guidance and support.
- 4.3.17 Parents/Guardians may not make, share, post or otherwise engage with social media posts (directed at the MD, the school, principal, teachers or students) that are illegal, demeaning, disrespectful, hurtful or discriminatory in anyway.

## 5 Academic Environment

### 5.1 Academic Support

- 5.1.1 The School offers Students academic support through extra lessons, individual attention, question time in class, feedback from tests and examinations and timetabled study periods in senior grades.
- 5.1.2 There may be times when parents/guardians cannot help their children with homework owing to new or different challenges in the curriculum. One way in which parents/guardians can assist their children is by encouraging them to make use of the

opportunities stated in 5.1.1 and by making it possible for him/her to attend all necessary support offered.

- 5.1.3 Parents/Guardians can offer further support by encouraging their children to form homework groups, or by encouraging the use of technology, school websites and/or digital 'classrooms' and bulletin boards for source material and communication purposes.
- 5.1.4 Parents/Guardians may request model answers or rubrics for tests so that they can work through tests with their children if required. While this process is duly completed in class, the exercise will not only help parents/guardians appreciate their child's progress but will confirm the parents'/guardians' interest in the child's progress.
- 5.1.5 Students and parents/guardians may make appointments with teachers for advice or individual consultation.
- 5.1.6 The School may retain a Student who does not meet the promotion requirements of the Department of Basic Education as outlined in the CAPS document as well as the internal Policy of ADvTECH Schools Division. This shall be done in consultation with the parent/guardian.

## 5.2 Reports

- 5.2.1 Comprehensive academic reports are made available on a regular basis on the Schools and Tertiary Academic System (STASY).
- 5.2.2 Parents/Guardians are encouraged to analyse their children's reports with them with a view to support. Parents/Guardians should not over-emphasise academic competition where possible but by the same token are requested to never condone mediocrity.
- 5.2.3 Due to current legislation, school reports no longer reflect a simple average or aggregate. The final average mark is often a complex calculation based on departmental assessment requirements. It should also be noted that an overall average no longer has any official recognition as passing is based on performance in subjects only. The School uses averages for internal purposes such as academic awards. Overall results are weighted according to various criteria and are not a simple average. Please approach the School if you have any queries related to the reports.
- 5.2.4 The School allows Students to change subjects or options where appropriate. If a subject is changed during an academic year, the Student might be marked 'absent' for the period during which a 'new' subject was attended and therefore not receive a mark for the subject that was dropped. The School provides information sessions for parents/guardians regarding any subject choices the Students may have at times during their school career. Care should be taken to analyse the subject choices and parents/guardians are encouraged to make informed decisions in consultation with their child(ren) and the School before embarking on a specified subject combination. Parents/Guardians are encouraged to attend meetings organised to inform on these choices.
- 5.2.5 In regard to Grades 10 – 12, the Subject Change Policy of the Department of Basic Education and/or the IEB, must be complied with.

## 5.3 Teacher Support

- 5.3.1 The School strives to create a pleasant environment conducive to effective teaching and learning. We encourage parents/guardians to be supportive and positive in this endeavour and request that parents/guardians refrain from making disparaging comments about the School or teachers in front of their children. Parents/Guardians are welcome to express any concerns to the Principal or teacher in question.
- 5.3.2 Please make appointments ahead of schedule should you wish to consult academic staff. Teachers are not allowed to leave their Students unattended during teaching periods and therefore may only be available to see you at certain times.

#### 5.4 Class Placement

- 5.4.1 Parents/Guardians cannot insist that their children be put in particular classes with specific friends. Requests for Students to be placed in specific classes, or with particular friends, or with preferred teachers will be considered and accommodated where and if appropriate. The parent/guardian needs to trust the School and support the decision made in these situations.
- 5.4.2 Normally, class changes will not be made until the Student has had time to acclimatise.

## 6 Security and Access to the School

### 6.1 The School Premises

- 6.1.1 School guards and security personnel are there to enhance the safety of your children. Parents/Guardians are expected to obey the requests of security guards at the gates and in the grounds and to sign the Access Schedule if required to do so. Parents/Guardians may not argue with or use abusive language with the guards; any issues regarding the security procedures may be addressed to the Principal.
- 6.1.2 At times there is intense pressure on the parking area during peak times. Parents/Guardians should be courteous and considerate in the parking area. Parents/Guardians must avoid causing congestion by, for example, picking up their child in inappropriate areas or by stopping in areas other than designated parking bays. Each School has specific traffic flow guidelines and parents/guardians are expected to abide by these.
- 6.1.3 The School takes various precautions to ensure that the safety and security of your children is paramount to their educational needs. Parents/Guardians may not enter or walk around school premises without signing in at Security and receiving permission to do so. Please report to Reception for your needs to be attended to. Action may be taken against individuals who engage with Students, enter the educational areas, classrooms, and facility domains without authorisation.
- 6.1.4 No dangerous weapons of any description are allowed on school property. Should any such weapons be identified, parents/guardians will be requested to leave the property and Students will have such items confiscated and this reported to their parents/guardians.



6.2 Making Use Of E-Hailing Services

- 6.2.1 The School is of the view that the use of e-hailing for transporting Students to and from school is a matter between the parent/guardian and the e-hailing service and the School has absolutely nothing to do with it.
- 6.2.2 In using these services, parents/guardians are urged to take precautionary measures, including ascertaining if use of the service for the child concerned (age) is permitted and if such a service is used, checking whether the registration plate, vehicle colour and model match the information provided on the relevant App.

<b>REFERENCE</b>	<b>SCDIV03</b>	
<b>DOCUMENT</b>	<b>RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION</b> <b>DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE</b> <b>PARENT/GUARDIAN ROLES AND RESPONSIBILITIES</b>	
<b>CONTACT PERSON</b>	<b>Chaile Makaleng</b>	
<b>POLICY APPROVAL</b>	<b>Date of Approval</b>	<b>Date of Implementation</b>
		<b>June 2021</b>
<b>DATES AMENDED</b>	<b>May 2021</b>	<b>June 2022</b>
		<b>January 2023</b>
<b>DATE OF NEXT REVIEW</b>	<b>August 2023</b>	