



**GABORONE**  
International School

# **RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION**

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## RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION (August 2025)

This document forms an integral part of four enrolment documents that jointly constitute an agreement between the School and the parent/guardian (“Agreement”). It must therefore be read (and acknowledged) in conjunction with three other enrolment documents; namely:

- a) *Parents’/Guardians’ Conduct, Roles and Responsibilities;*
- b) *Debt Management and Contract Termination Procedure; and*
- c) *Students’ code of conduct.*

The Agreement sets out mandatory conditions for the enrolment and re-registration of students for the 2025 academic year. The mandatory conditions outlined in this Agreement have to be acknowledged by all parents/guardians as part of the online enrolment and re-registration process. Failure to acknowledge these may not secure the student’s enrolment or 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 either accepting the offer of a place at our school OR your re-registration for the 2025 academic year. Accordingly you:

- a) agree to be bound by the Agreement and the associated Debt Management and Contract Termination 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 Gaborone International School, 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 School, its directors, its employees or a third party; and/or**
- **serve as an acknowledgement, by you, of a fact.**

### VARIATIONS

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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.

### 1 Definitions

In this Agreement/Contract –

- 1.1 **Academic year** means the annual period of instruction normally running from 1 January until 31 December.
- 1.2 **"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, consisting of the Rules and Conditions of Enrolment and Re-Registration, Debt Management and Contract Termination Policy and the Parents'/Guardians' Conduct, Roles and Responsibilities document, 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/Pupil"** means the child or children (of any age) or school Student admitted by the School to be educated under this Agreement.
- 1.8 **"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.

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- 1.9 **"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.
- 1.10 **"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.
- 1.11 **"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;
- 1.12 **"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.
- 1.13 **"Processing"** means activities that involve personal information, including activities such as collecting, storing, using, disseminating, marking, restriction, erasing or destroying personal information.
- 1.14 **"Parties"** means the Signatory, Fee Payer, and the School.
- 1.14 **"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 **"Personal Information"** [Data Protection Act, No. 32 of 2018](#)
- 1.18 **"Re-registration"** means the annual process of confirming adherence to the rules and conditions following the annual review.

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- 1.19 "School" or "we" means *The Independent Institute of Education (Pty) Ltd t/a Gaborone International School*.
- 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.

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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

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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 (personal) information and documentation as required by national and provincial 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 (personal) 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, including but not limited to the debit order authorisation agreement will be emailed to the Signatory.
- 2.19 The *domicilium citandi et executandi* of the School is:  
The Managing Director: Gaborone International School  
Schools Division ADvTECH House  
Inanda Greens Business Park  
54 Wierda Road West  
Wierda Valley  
Sandton

Email: [hraubenheimer@advtech.co.za](mailto:hraubenheimer@advtech.co.za)

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- 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 This section must be read in conjunction with a copy of the school's code of conduct; particularly a section called *Acceptable use of Information and Communications Technology*. 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.

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- 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 extramural 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 via EFT on or before the first day of attendance of the Student at the School, unless the Signatory has elected Option 2) as set out in the Debt Management and Contract Termination Policy contained herein below
- 5.9 If Payment Option 1 been selected by the Signatory, each instalment shall be paid termly in advance.
- 5.13 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.
- 5.14 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.
- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 A poor payment record may impact the standard payment terms available to the Signatory.
- 5.19 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.

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- 5.20 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.
- 5.21 The following serious consequences may, at the discretion of the School, arise for late or non-payment of fees:
- 5.21.1 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.
  - 5.21.2 Any outstanding fees may be handed over to a Debt Collecting Agency or an attorney for collection.
  - 5.21.3 The School may, after due process, give notice that the Student should not return to the School in the next term.
  - 5.21.4 Any special discount or bursary granted by the School to the Signatory may be revoked.
  - 5.21.5 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).
  - 5.21.6 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.
  - 5.21.7 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.
- 5.22 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.
- 5.23 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 mutually agreed and approved payment plan in place.
- 5.24 The School may at the discretion of the Principal or Managing Director impose terms that are necessary to protect its financial interest such as:
- 5.24.1 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.

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5.24.2 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.

5.24.3 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 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 ninety (90) days of School Fees and one (1) month of Additional Fees where applicable

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.

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- 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 [Data Protection Act, No. 32 of 2018](#) 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**

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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 [Data Protection Act, No. 32 of 2018](#)
- 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 [Data Protection Act, No. 32 of 2018](#)
- 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 Ministry of Education and Skills Development, Botswana, and any other applicable regulatory bodies, 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 / Electronic Communications**

- 9.1 In accordance with the [Data Protection Act, No. 32 of 2018](#), the School has implemented reasonable security safeguards designed to protect the personal information that is

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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.
- 9.5. Documents sent to the Signatory by e-mail (whether or not containing confidential information) will not be encrypted. The School make reasonable attempts to exclude from its e-mails and any attachments any virus or other defect that might effect any computer or IT system. However, it is the Signatory's responsibility to put in place measures to protect the Signatory's computer or IT systems against any such virus or defects, and the School do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communication from us.

### **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 Student Information Management System (SIMS).
- 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. Parents/guardians may still object in writing, to the use of their children's photographs.
- 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 [Data Protection Act, No. 32 of 2018](#) , 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 [Botswana](#) legal [and regulatory](#) framework for independent schools that are not [state-aided](#).
- 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.

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<b>REFERENCE</b>	<b>SCDIV03</b>	
RELATED DOCUMENTS	RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE PARENTS/GUARDIANS CONDUCT, ROLES AND RESPONSIBILITIES.	
CONTACT PERSON	Chaile Makaleng	
POLICY APPROVAL	Date of Approval	Date of Implementation
	May 2020	January 2021
DATES AMENDED	July 2021	January 2022
	July 2022	January 2023
	September 2023	January 2024
	August 2024	January 2025
DATE OF NEXT REVIEW	August 2025	