



Mtuba Christian Academy

Postnet Suite 50, P/Bag X013, Mtubatuba, 3935

E-mail: admin@mcacademy.co.za

Non-Profit Organization: 026-126-NPO

Tel : 035 940 1272 WhatsApp: 082 9050300

RE-ENROLMENT CONTRACT (Year: 2021) *(for Returning students only)*

This enrolment contract is made by the parents/guardians whose names are subscribed hereto ("Parents") and MTUBA CHRISTIAN ACADEMY ("MCA") for the enrolment of the below-named child ("Student").

[This CONTRACT is signed through accepting its terms as parent fills in the Re-Enrolment survey ONLINE. By clicking SUBMIT, this agreement comes into effect and binding to both parents]

By entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of the School, which form part of this Contract. These Policies have been made available on the school website or may be requested from the School.

It is important that you read and understand these Policies as they have important legal consequences for you. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.

This Contract contains clauses which appear in similar text style to this notice, which have also been summarised for your benefit and which:

1. limits the risk or liability of the School or a third party; and/or
2. creates risk or liability for you; and/or
3. requires you to indemnify the School or a third party; and/or
4. serves as an acknowledgement, by you, of a fact. I/We, the undersigned, do hereby agree to the terms and conditions contained in this document.

The rights you have in this Contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law and other statutory rights enshrined in the South African Schools Act and the Constitution.

1. DEFINITIONS

In this contract –

1.1 "Child" means the child or children (of any age) admitted by the School to be educated, whose details appear in the Application for Admission Form,

1.2. "Contract" means this document, including all its annexures as well as any Policies;

1.3. "Fee/s" means any amounts owing to the School for a Child's enrolment, 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 –

- a) Application and Placement Test Fee;
- b) Enrolment Fee;
- c) School Development Levy;
- d) School Fees;
- e) Book Levy; and
- f) Aftercare Fees;

- 1.4. "Levy" means the fee paid by the parent as an agreed, non refundable contribution to the School's operational costs;
- 1.5. "Principal" means the person appointed by the board of governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.6. "Parent" or "I" or "We" means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in the Application Form;
- 1.7. "Parties" means the Parent/s and the School;
- 1.8. "Policies" means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies may include (but need not be limited to) the School Rules; Schedule of Fees; Financial Policy; as well as the Code of Conduct, and are available on request free of charge, or on the School's website;
- 1.9. "School" or "Academy" means Mtuba Christian Academy
- 1.10. "School Fees" means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Application Fee, Enrolment Fee or other Additional Fees and levies;
- 1.11. "School Rules" means the rules of the School, a copy of which is available on request and on the School's website, which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.12. "Third Party" means the person or entity, other than the Parent or guardian or the School

2. GENERAL OBLIGATIONS

- 2.1. I/We am expressing my conviction that it is the responsibility of the Parents to form and provide an important part of the training for their children and I/we commit to become actively involved in educating my child.
- 2.2. I/We acknowledge that MCA believes in the Holy Trinity, God the Father, Jesus Christ His Son, and the Holy Spirit, and that the Holy Bible is God's Word to His Church and that it is complete and totally trustworthy. MCA believes in the forgiveness of sin through God's Grace and that personal salvation is available only through Jesus Christ. All learners are required to pledge their allegiance to the Bible and our country.
- 2.3. I/We understand that learners of MCA are not permitted to wear any form of cultural/religious tokens on the Academy's property.
- 2.4. I/We realize that maintaining good relationships with the Academy is my/our responsibility. I/We will co-operate with the Academic Staff in discipline; support the spiritual training as declared above, in the Academy; follow through with any work assignment or slips to be signed; see that my/our child reaches school on time and support the Academy in any other way I/we can. Should my/our child require discipline according to the discretion of the Principal, I/We will support him/her in the carrying out of such discipline according to MCA procedures.
- 2.5. I/We realize that from time to time children misbehave. I/We promise to correct my/our child and support the Academy and staff in the discipline and correction of my/our child, when the need arises. I/We also consent to a full search at the Academy on my child and to search the cell phone or bag of my/our child for unsavory images/matters when required.

- 2.6. By entering into this Contract, and unless I at any time instruct the School expressly and in writing to the contrary, your consent is given for the School to:
- a) Collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;
 - b) Collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;
 - c) Include photographs, with or without name, of your Child in School publications, or in press releases to celebrate the School's or your Child's activities, achievements or successes;
 - d) Supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
 - e) Inform any other school or educational institution to which you propose to send your Child of any outstanding fees.
 - f) The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.

- 2.7. With regards to conduct, new students are on a 30-day probation and could be requested to leave the Academy after this period if they do not abide fully by the Academy's code of conduct.
- 2.8. I/We take note that the Academy is not responsible for the transportation of children to and from school.
- 2.9. I/We hereby authorize the Academy to communicate with me telephonically, in writing or via SMS, WhatsApp or E-mail when required.

3. FINANCIAL OBLIGATIONS

- 3.1 I/We understand my/our obligation to pay the school fees due and I agree to the full implementation of the Financial Policy's fee recovery measures, should I fail to pay the fees in full and in time.
- 3.2 Once the learners have entered the school, a clear one month's written notice of withdrawal must be given to the Principal prior to the exit, if the parent wishes to terminate this contract for any reason and to withdraw the learner from the Academy. If such notice is not given, a full month's fees, at the rate applicable for the period in which the learner would have been, shall be paid in lieu thereof. Likewise, if the school elects for any reason to terminate this contract, then it may do so, on giving the parent a clear one month's written notice of its decision to terminate the contract at the end of the period in question, at which time the parent must withdraw the learner.
- 3.3 In the opinion of Principal and Chairman of the Board, if a Parent has transgressed his or her rights as a parent or if actions of the Parent are not in line with the code of conduct, less than a month's notice may be issued. In the case of severe offences, immediate expulsion will apply.

- 3.4 All Legal costs incurred due to handed over bad debt will be subject to legal fees on the Attorney/Client scale, and will be subject to interest of 15.5% per annum.
- 3.5 I/We agree to service of all documentation on my/our (*domicilium citandi et executandi*), same being
(as indicated on the online form)
- 3.6 I/We declare that I/We am not under debt review or administration and that I/We do not have plans of applying for either.
- 3.7 I/We grant the academy permission to do a credit check with the education institution I/We may have been contracted to prior to signing this agreement.

4. SCHOOL OBLIGATIONS

- 4.1 I/We take cognisance of the limitations of the Academy's resources which limit its ability to provide high quality education to children with special educational needs. To the extent that, in the reasonable opinion of the Principal, the Academy can no longer, provide adequately for my/our child, the School may not offer enrolment and may request transfer of the said child to relevant institution.
- 4.2 I/We support the academy in all of its policies and regulations. I/We will co-operate with staff and strictly direct our child to obey every rule as directed by scriptural principles. I/We have read the above information and agree to abide fully with all the policies of the Academy as adopted and published from time to time and agree to abide by these policies. The Academy undertakes to make copies of all policies available on request and free of charge, or on the Academy's website.

5. INDEMNITY

I/We, as parent / guardian, hereby give my/our son/daughter/ward permission to participate in extramural activities, including educational tours and excursions (which will be undertaken at my/our child's own risk and cost) and I/we will communicate with the school if exclusion is necessary.

The school will constantly endeavour to take such steps as may be reasonably required in the circumstance, to do what it can to keep the learner out of harm, and free from loss, taking into account what can be reasonably foreseen and provided for in each case. Subject to the above, both parents jointly and severally waive their own claims and indemnify the school, its employees and agents (for whom it may be found to be vicariously liable) against any claim of the learner in respect at the event in question.

I further declare on behalf of myself, my executors, my spouse and my aforesaid child, to indemnify, hold harmless and absolve the Mtuba Christian Academy and Grace Community Church, the Principal and staff, and anyone at any time acting as the aforesaid agent, from any or all claims that may arise in the connection with loss or damage to the aforesaid child and his/her belongings. I declare this in the knowledge that the Principal, staff and their agents will nevertheless take all reasonable precaution for the safety of my/our child.