



VERNEY COLLEGE

ENROLMENT APPLICATION INCORPORATING CONTRACT OF ENROLMENT AND CODE OF CONDUCT

Kindly take time to read this document carefully as you will be bound by the terms and conditions contained therein on signature.

THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS ENROLMENT APPLICATION:

- A COPY OF THE LEARNER'S BIRTH CERTIFICATE;
- COPIES OF BOTH PARENT'S IDENTITY DOCUMENTS/ PASSPORTS AND PROOF OF RESIDENCE;
- COPIES OF THE PROOF OF INCOME/PAYSLIP OF BOTH PARENTS;
- A COPY OF THE LEARNER'S LATEST SCHOOL REPORT AND TRANSFER CARD, IF APPLICABLE;
- A COPY OF THE LEARNER'S IMMUNISATION CARD; AND
- A RECENT PASSPORT-SIZED PHOTO OF THE LEARNER

INITIAL MOTHER

INITIAL FATHER



1. INFORMATION:

1.1. LEARNER:

SURNAME: _____

FIRST NAMES: _____

PREFERRED NAME: _____ AGE: _____

DATE OF BIRTH: _____ ID NO: _____

HOME LANGUAGE: _____ RELIGION: _____

NATIONALITY: _____ GENDER: _____

RACE CLASSIFICATION (for reporting purposes): _____

APPLICATION DATE: _____ PRESENT GRADE: _____

PREVIOUS SCHOOL: _____

PREVIOUS SCHOOL ADDRESS: _____

PREVIOUS SCHOOL CONTACT NO: _____

DURATION OF ATTENDANCE AT PREVIOUS SCHOOL: FROM _____ TO _____

DOES THE LEARNER REQUIRE AFTERCARE? YES / NO

SPECIAL DETAILS VERNEY COLLEGE SHOULD BE INFORMED OF:

INITIAL MOTHER

INITIAL FATHER



1.2. MEDICAL ENROLMENT FORM:

DOCTOR'S NAME: _____

DOCTOR'S TELEPHONE NO: _____

MEDICAL AID SOCIETY: _____

MEDICAL AID NO: _____

IMMUNISATION: BCG DWT+123 MEASLES: _____

ALLERGIES: _____

ANY OTHER HEALTH/DIETARY ISSUES: _____

NOTE: IN THE EVENT OF A MEDICAL EMERGENCY INVOLVING THE LEARNER, THE COLLEGE IN ITS SOLE DISCRETION SHALL TAKE YOUR CHILD TO ANY FACILITY ELECTED BY THE COLLEGE FOR TREATMENT. ALL RELATED TRANSPORT AND MEDICAL EXPENSES THAT MAY BE INCURRED BY THE COLLEGE IN THIS REGARD WILL BE FOR THE ACCOUNT OF THE PERSON INDICATED IN PARAGRAPH 1.5 OF THIS DOCUMENT.

INITIAL MOTHER

INITIAL FATHER



1.3. PARENTS/LEGAL GUARDIANS:

MARITAL STATUS:

MARRIED DIVORCED SINGLE SEPARATED OTHER

LEARNER LIVES WITH:

BOTH PARENTS MOTHER FATHER OTHER

IF OTHER, STATE WITH WHOM THE LEARNER LIVES: _____

MOTHER'S FIRST NAMES: _____ FATHER'S FIRST NAMES: _____

MOTHER'S SURNAME: _____ FATHER'S SURNAME: _____

MOTHER'S ID NO: _____ FATHER'S ID NO: _____

PHYSICAL ADDRESS: _____ PHYISCAL ADDRESS: _____

CELLULAR NO: _____ CELLULAR NO: _____

HOME TEL NO: _____ HOME TEL NO: _____

WORK TEL NO: _____ WORK TEL NO: _____

EMAIL ADDRESS: _____ EMAIL ADDRESS: _____

OCCUPATION: _____ OCCUPATION: _____

EMPLOYER: _____ EMPLOYER: _____

WORK ADDRESS: _____ WORK ADDRESS: _____

NOTE: BY COMPLETING THIS FORM THE MOTHER AND FATHER OF THE LEARNER HEREBY CHOOSE THEIR RESPECTIVE PHSICAL ADDRESSES ABOVE AS THEIR *DOMICILLIUM CITANDI ET EXECUTANDI*.

INITIAL MOTHER

INITIAL FATHER



1.4. PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT:

FULL NAME: _____
ID NO: _____ CONTACT NO: _____
RELATIONSHIP TO LEARNER: _____
PHYSICAL ADDRESS: _____
REGISTRATION DATE: _____ REGISTRATION RECEIPT NO. _____
NOTE: BY COMPLETING THIS FORM THE PERSON HEREIN CONTAINED HEREBY CHOOSES THE ADDRESS ABOVE AS HIS/HER <i>DOMICILIUM CITANDI ET EXECUTANDI</i>.

2. APPLICATION PROCESS:

- 2.1. Verney College reserves the right to refuse any Enrolment Application in its sole and absolute discretion and is not required to provide reasons for such refusal.
- 2.2. An Enrolment Application shall only be considered by Verney College upon receipt of a fully completed, initialled and signed Enrolment Application Form accompanied by all the required documents.
- 2.3. All new learners are subjected to an entrance examination or to a school readiness assessment.

3. CURRICULUM:

- 3.1. Verney College follows the curriculum of the Independent Examination Board ("IEB") and is authorised to offer its programmes and qualifications to learners between Grades 0 to 12.

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4. APPLICATION FEE & REGISTRATION FEE:

- 4.1. A non-refundable application fee is payable on submission of the pupil's Enrolment Application.
- 4.2. A registration fee is due and payable as soon as Verney College confirms acceptance of the Learner. This fee is non-refundable.

5. ANNUAL FEES SCHEDULE:

- 5.1. It is hereby recorded that Annual Fees are determined by Verney College prior to the commencement of the respective school year and Parents are to be notified of the respective Annual Fees in writing.
- 5.2. The Parents will be bound by the determination of the Annual Fees to be paid and submit to pay all fees owing as per the payment option chosen.
- 5.3. Annual Payment of the School Fees is to be paid before the 5th day of January in order to qualify for a 5% discount.
- 5.4. Termly Fees are payable in advance by no later than the 5th day of each term.
- 5.5. 12 Monthly instalments are to be paid in advance by no later than the 5th day of each month. A debit order mandate is included hereto, Parents who sign a debit order form will be entitled to a 1.5% (one point five percent) deduction, provided the debit orders are met as agreed.

6. INDEMNITY:

- 6.1. I/We hereby waive all rights of action I/we may have, and hold harmless Verney College and its Staff, or their authorised agents or representatives, against any and all claims, whether arising out of the injury, death, loss, legal costs, suffered as a result of or during the Learner's enrolment at Verney College.
- 6.2. I/We hereby nominate, constitute and appoint Verney College to act in ***loco parentis*** to the Learner referred to in paragraph 1.1 and to exercise full authority over the Learner's actions.

INITIAL MOTHER

INITIAL FATHER



SIGNED ON THIS THE ___ DAY OF _____ 20__.

AS WITNESSES:

1) _____
SIGNATURE – MOTHER
FULL NAME: _____

2) _____

SIGNED ON THIS THE ___ DAY OF _____ 20__.

AS WITNESSES:

1) _____
SIGNATURE – FATHER
FULL NAME: _____

2) _____

INITIAL MOTHER

INITIAL FATHER



CONTRACT OF ENROLMENT

MADE AND ENTERED INTO BETWEEN

ENSINAR SCHOOLS CC T/A VERNEY COLLEGE CC
REGISTRATION NO: [1999/036084/23]
(HEREINAFTER REFERRED TO AS "VERNEY COLLEGE")

AND

MOTHER'S NAME: _____ FATHER'S NAME: _____
IDENTITY/ IDENTITY/
PASSPORT NO: _____ PASSPORT NO: _____

(HEREINAFTER REFERRED TO COLLECTIVELY AS "THE PARENTS")

IN RESPECT OF THE MINOR CHILD:

MINOR CHILD'S NAME: _____
IDENTITY NO/BIRTH DATE: _____
(HEREINAFTER REFERRED TO AS "THE LEARNER")

1. IMPORTANT NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, NO 68 OF 2008:

- 1.1. By signing this Agreement the Parents agree to the terms and conditions contained herein as well as any terms and conditions contained in the Verney College Code of Conduct, which forms part of this Agreement.
- 1.2. In the event that there is any provision of this Agreement that the Parents do not fully understand, the Parents are directed to kindly ask for an explanation thereof before signing the Agreement.
- 1.3. The Parties record and acknowledge that adequate notice has been given that this Agreement may contain clauses which:
 - 1.3.1. Limit the risk or liability of Verney College or a third party;
 - 1.3.2. Constitute an assumption of risk or liability for the Parents;
 - 1.3.3. Require the Parents to indemnify Verney College or a third party; or
 - 1.3.4. Serve as an acknowledgment of fact by the Parents.
- 1.4. Nothing in this Agreement is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for the Parents or Verney College in terms of the Consumer Protection Act, No 68 of 2008.

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2. DEFINITIONS:

- 2.1. **“VERNEY COLLEGE”** means: Ensinar Schools CC trading as Verney College, an independent school and Close Corporation (Registration No: [1999/036084/23]) duly incorporated in accordance with the laws of the Republic of South Africa, having its principal place of business situated at **65 GARDEN STREET, ROSETTENVILLE, JOHANNESBURG.**
- 2.2. **“THE PARENTS”** mean: The persons referred to in clause 1.3 of the Enrolment Application Form in which this Agreement is incorporated
- 2.3. **“THE LEARNER”** means: The minor child referred to in clause 1.1 of the Enrolment Application to which this Agreement is attached.
- 2.4. **“THE PRINCIPAL”** means: The person appointed by Verney College from time to time who is responsible for the day to day management of Verney College, including but not limited to persons who have been delegated such duties by the Members of Verney College.
- 2.5. **“CODE OF CONDUCT”** means: The Code of Conduct as published by Verney College from time to time, which includes but is not limited to the Verney College’s Rules and Disciplinary Procedures and Policies as implemented by Verney College from time to time.
- 2.6. **“THE AGREEMENT”** means: The entire terms and conditions contained in this Contract of Enrolment, as well as all terms and conditions contained in the Enrolment Application Form to which this Contract of Enrolment is attached and the Code of Conduct.
- 2.7. **“THE ACT”** means: The South Africa Schools Act No 84 of 1996, as amended.
- 2.8. **“SCHOOL FEES”** means: Any and all fees, levies and charges owing and payable to Verney College in respect of a Pupil’s enrolment and monthly education, as well as related administration or any other activity at Verney College, including but not limited to Registration Fees, Annual Levies, Aftercare Fees, Outing Fees, Late Payment Fees, Debit Order Rejection Fees and Examination Fees.
- 2.9. **“SERVICES”** means: Any professional or educational services offered or performed by Verney College, or any of its staff or agents, in respect of the Pupil, at the Parents specific

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instance, including but not limited to teaching academics, sports and culture.

3. CONDITIONS OF ENROLMENT:

- 3.1. The admission and enrolment of the Learner to Verney College is at the sole discretion of Verney College and Verney College may refuse a Learner's admission without providing reasons therefor.
- 3.2. Nothing in this Agreement should be interpreted as a representation or warranty made by Verney College that the Learner will be admitted and enrolled with Verney College.
- 3.3. Learners enrolling at Verney College will be considered if:
 - 3.3.1. The Learner is enrolling for Grade R is aged 4 (four) turning 5 years old by 30 June in the year of admission; and
 - 3.3.2. The Learner is enrolling for Grade 1 is aged 5 (five) turning 6 years old by 30 June in the year of admission.
- 3.4. Learners who do not meet the abovementioned criterion may be considered under special circumstances as allowed in terms of Section 45A of the Act.

4. OBLIGATIONS OF VERNEY COLLEGE:

- 4.1. In return for proper payment of School Fees Verney College shall render educational services in respect of educating the Learner in accordance with the curriculum of the IEB examinations.
- 4.2. While the Learner is enrolled at Verney College, Verney College undertakes to exercise reasonable skill and care in respect of the Learner's welfare, such obligation is to apply during school hours and at all times that the Learner is permitted to be on Verney College premises or participating in activities organised by Verney College.
- 4.3. Verney College undertakes to monitor the Learner's progress and in doing so will provide the Parents with written reports at the end of every school term. This obligation does not include diagnosis of any learning disability and should a formal assessment be required in this regard, this can be arranged at the Parents expense.

5. OBLIGATIONS OF THE PARENTS:

- 5.1. The Parents record and acknowledge that it is their responsibilities to inform Verney College in writing of any special educational needs the Learner may have prior to the Learner's admission and enrolment in Verney College.
- 5.2. The Parents shall comply with any and all obligations placed upon them in terms of this Agreement, including but not limited to:

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- 5.2.1. Ensuring any and all School Fees are paid timeously to Verney College;
 - 5.2.2. Providing adequate written notice to Verney College in respect of the termination of the services contained in this Agreement;
 - 5.2.3. Providing adequate written notice to Verney College in respect of any factor or circumstance which may materially change or alter the Learner's enrolment at Verney College;
 - 5.2.4. Informing Verney College of any circumstance of the Learner, including but not limited to injury or illness, which may impact on the Learner's attendance at Verney College; and
 - 5.2.5. Providing adequate support structure and guidance to assist the Learner in the Learner's furtherance and compliance with the Verney College curriculum;
- 5.3. The Parents agree and acknowledge that at all times they bear responsibility for the actions and conduct of the Learner, and undertake to ensure the Learner complies with all the provisions of the Verney College Code of Conduct.

6. THE SCHOOL YEAR:

- 6.1. Verney College is an independent school in terms of the Act and its academic year is split into 3 (three) terms.
- 6.2. Verney College's academic curriculum, functions, events and outings for any particular academic year shall be conducted in accordance with the Annual Calendar published by Verney College at the start of each academic year.
- 6.3. It is the duty of the Parents to ensure they are in possession of the Verney College Annual Calendar for the particular academic year.
- 6.4. Verney College shall be closed for all official public holidays of the Republic of South Africa, as and when they are declared, and School Holidays as outlined in the Verney College Annual Calendar.
- 6.5. Verney College shall, subject to issuing written notice at least 30 (thirty) days prior to the Parents, in its sole and absolute discretion have the right to close Verney College for any additional days during the School Year.
- 6.6. Verney College shall in its sole and absolute discretion, and in the interests of ensuring the safety of the Learner and staff, have the right to close Verney College from time to time, without notice, for the including but not limited to the following:

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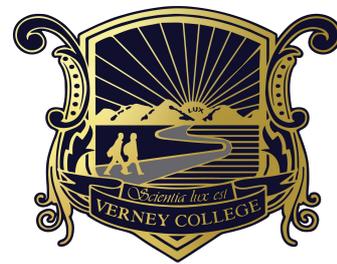
- 6.6.1. A state of emergency being declared by the South African government; and
 - 6.6.2. Any reason or situation which may cause potential risk to the lives or wellbeing of the Learner and Verney College staff.
- 6.7. Parents acknowledge that all School Fees will be payable irrespective of School Holidays, public holidays and or Verney College closing for any reason whatsoever.

7. ANNUAL SCHOOL FEES:

- 7.1. School fees shall be determined by Verney College from time to time, and the Parents shall be bound by any such determination provided advance written notice of any adjustment is provided to the Parents.
- 7.2. It is the sole responsibility of the Parents to ensure payment of the annual school fees, which are payable in advance either annually, termly or monthly, as set out in the Enrolment Application to which this Agreement is incorporated.
- 7.3. If Parents elect to pay the School Fees annually, such payment must be made on or before the 5th day of January prior to the commencement of the school year.
- 7.4. If Parents choose to pay the School Fees termly such payment must be made on or about the 5th day of the month in which the school term begins.
- 7.5. If Parents elect to pay School Fees for the educational services rendered by Verney College by authorised Debit Order in 12 (twelve) equal monthly instalments, the Parents hereby reiterate their undertaking that Verney College is authorised to effect the said debit order against their bank account as per the Debit Order Form contained in clause 1.5 of the Enrolment Application Form.
- 7.6. Verney College shall charge interest at the interest rate prescribed for incidental credit agreements in the National Credit Act, 2005, for the following reasons:
 - 7.6.1. The Parents account with Verney College is outstanding;
 - 7.6.2. The Parents Debit Order has been rejected by the Bank.
- 7.7. In the event that any Debit Order is rejected by the Parents banking institution for any reason whatsoever, Verney College shall be entitled in its sole and absolute discretion to charge a Debit Order Rejection Fee.
- 7.8. In the event that monies are owing to Verney College in respect of school fees, Verney College will be entitled to recover the outstanding fees including, but not limited to, legal costs on a scale as between attorney and own client, interest and collection commission to the extent permitted by the National Credit Act, 2005.

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- 7.9. Payment of monthly fees is not subject to presentation of a statement. Payments are made in accordance with the applicable fee structure of Verney College.
- 7.10. Verney College reserves the right to amend the Parents' payment option from termly to monthly should the Parents not meet the termly payment terms.
- 7.11. The Parents hereby confirm that a Certificate of Indebtedness signed by any authorised representative of Verney College reflecting the amount owing by the Parents to Verney College shall be rebuttable proof that the said amount is due, owing and payable.

8. RIGHT OF ADMISSION:

- 8.1. In the interests of protecting the interests of Learners, employees, representatives and agents of Verney College, Verney College reserves the right of admission of the Parents to the Verney College property and grounds in its sole and absolute discretion.
- 8.2. The Parents undertake not to disrupt any classes/lessons during their time on the Verney College property and grounds.

9. TERM OF AGREEMENT AND SERVICES:

- 9.1. The Parties specifically record and agree that the terms of this Agreement are indefinite and unfixed and will commence when the Learner is enrolled at Verney College and will continue until such time as:
- 9.1.1. The Learner completes his/her educational curriculum, including but not limited to Grade 12, of the IEB's curriculum and any exit examination required; or
- 9.1.2. Either Verney College or the Parents terminate this Agreement in accordance with the provisions of clause 10 hereof.

10. TERMINATION:

- 10.1. Either Party may terminate this Agreement and the services governed by the Agreement, by issuing 1 (one) terms written notice of their intention to terminate the Agreement subject to the further terms and conditions contained herein.
- 10.2. The Parents shall continue to pay the school fees which fees shall remain due and payable for the duration of the notice period.
- 10.3. The Parents shall only be entitled to terminate the Agreement and the services governed by the Agreement, in the event that:
- 10.3.1. There are no outstanding school fees owing to Verney College by the Parents; or
- 10.3.2. They have provided a written Acknowledgment of Debt to Verney College in respect of any and all outstanding Fees owing to Verney College.

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- 10.4. Verney College may terminate this Agreement and the services governed by this Agreement, in its sole discretion, subject to the further terms and conditions contained in this Agreement.
- 10.5. In the event that the Parents terminate the Agreement or the services governed in the Agreement, without issuing the required written notice, a full term's school fee is payable to Verney College *in lieu* of notice, and as a reasonable cancellation fee taking into account the reasonable potential to fill the vacancy.

11. WITHOLDING OF DOCUMENTATION:

- 11.1. Verney College shall in its sole and absolute discretion retain any documentation pertaining to the Learner's education and progress where the Parents have:
- 11.1.1. Terminated this Agreement or the services governed by the Agreement; and/or
- 11.1.2. Removed the Learner from Verney College; and/or
- 11.1.3. The Parents account remains outstanding in respect of any School Fees.

12. SUSPENSION AND EXPULSION:

- 12.1. The Parents and the Learner hereby agree to adhere to the Verney College Code of Conduct during the Learner's enrolment at Verney College.
- 12.2. Verney College from time to time may suspend a Learner in its sole and absolute discretion if the Learner breaches the Verney College Code of Conduct.
- 12.3. The extent of the breach of the Code of Conduct, the sanction for such breach and the term of suspension shall be determined in accordance with the provisions of the Verney College Code of Conduct.
- 12.4. Verney College shall remain entitled to expel the Learner from Verney College for any serious breach of the Verney College Code of Conduct in its sole and absolute discretion.

13. BREACH:

- 13.1. In the event that the Parents breach of any of the terms and conditions of this Agreement, major or minor, then and in such event, should the Parents fail to remedy the breach within 14 (fourteen) days after the receipt of written notice demanding the remedying of the breach, then and in such event Verney College may in its sole and absolute discretion, without prejudice and in addition to all other rights available to it in law, be entitled either:-
- 13.1.1. to cancel this Agreement and claim and recover such damages as Verney College may be entitled to; alternatively

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13.1.2. to enforce specific performance of the terms of this Agreement.

13.2. Where the Parents have breached any provision of this Agreement and failed to remedy such breach within the afforded time period, Verney College shall engage with the Gauteng Department of Education to relocate the Learner to an alternative schooling institution.

14. LEGAL COSTS:

In the event that Verney College employs any legal services and/or institutes legal proceedings to enforce any of their rights and/or obligations contained in this Agreement against the Parents, including but not limited to the recovery of School Fees, the Parents hereby irrevocably agree to be liable for any and all costs incurred by Verney College in respect of such legal services and/or proceedings on an attorney and own client scale.

15. INDEMNITY AND DAMAGES:

15.1. The Parents hereby irrevocably indemnify Verney College, its employees, representatives or agents, against any loss, damage or injury which may be sustained by the Learner or the Parents on the property or grounds and/or at events or outings of Verney College, from whatsoever cause arising.

15.2. The Parents agree and accept liability for any loss or damage suffered by Verney College or any of its employees, representatives or agents arising from the actions of the Learner and/or the Parents.

16. JOINT AND SEVERAL LIABILITY:

The Parents agree to be liable as co-principal debtors for any amounts owing to Verney College arising out of the terms of this Agreement for the period of the Agreement.

17. PROTECTION OF PERSONAL INFORMATION:

17.1. By entering into this Agreement, and unless the Parents at any time expressly instruct Verney College in writing to the contrary, the Parents' consent is given for Verney College to:

8.1.1. Collect, store and process credit information about the Parents and any third party responsible for payment of the School Fees;

8.1.2. Collect, store and process names, contact details and information relating to the Parents and the Learner, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by Verney College for school-related purposes to the extent required for the purpose of managing relationships between Verney College, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;

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- 8.1.3. Include photographs, with or without names, of the Learner in Verney College publications, website, Facebook page or any other social media or in press releases to celebrate Verney College's or the Learner's activities, achievements or successes;
- 8.1.4. Supply information and a reference in respect of the Learner to any educational institution which the Parents propose the Learner may attend. Verney College will take care to ensure that all information that is supplied relating to the Learner is accurate and any opinion given on the Learner's ability, aptitude and character is fair. However, Verney College cannot be liable for any loss the Parent or the Learner is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by Verney College; and
- 8.1.5. Inform any other school or educational institution to which the Parents propose to send the Learner of any outstanding fees.

18. WARRANTY:

The Parents hereby warrant that they can afford the schools fees in their entirety for the year in which the Learner is enrolled at Verney College or any subsequent year that the Learner remains enrolled at Verney College.

19. BREACH OF WARRANTY:

- 19.1. Should any of the warranties contained in clause 18 *supra* be breached then, unless such warranty is material to the terms of this Agreement and is not capable of being remedied within 30 (thirty) days of receipt by the Parents of a written notice to remedy the breach, Verney College, will be entitled to claim any damages or amounts which Verney College may have incurred as a result of such breach.
- 19.2. Should any of the warranties contained in clause 18 *supra* be breached and should such a breach be material to the terms of this Agreement and is not capable of being remedied within 30 (thirty) days of receipt by the Parents of a written notice to remedy the breach, Verney College will be entitled to cancel this Agreement without prejudice to any and all other remedies which may be available to it in law.

20. APPLICABLE LAW:

The terms and conditions of the entire Agreement between the Parties shall be governed in all respects by the laws of the Republic of South Africa as amended from time to time.

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21. JURISDICTION:

In terms of Section 45 of the Magistrates' Court Act, No 32 of 1944 and any amendment thereof, the Parents hereby consent to Verney College taking legal proceedings to enforce any of its rights in this Agreement, or otherwise if it so elects, in the Magistrate's court which has jurisdiction in respect of such proceedings

22. NOTICES AND DOMICILA:

22.1. The Parties hereby choose the following addresses as their *domicilium citandi et executandi* for purposes of this Agreement or any notice envisioned in terms thereof:

22.1.1. FOR VERNEY COLLEGE:

VERNEY COLLEGE,
63 GARDEN STREET,
ROSETTENVILLE,
JOHANNESBURG

22.1.2. FOR THE PARENTS:

The physical address contained in clause 1.3. of the Enrolment Application form to which this Contract of Enrolment is attached.

22.2. In addition to the *domicilium citandi et executandi* contained in clause 22.1 *supra*, the Parties may be contacted on the following details:

22.2.1. FOR VERNEY COLLEGE:

TELEPHONE NO: 011 435 4214
FACSIMILE NO: 011 435 9891
E-MAIL: verney@icon.co.za

22.2.2. FOR THE PARENTS:

The contact details contained in clause 1.3 of the Enrolment Application Form to which this Contract of Enrolment is attached.

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INITIAL FATHER



22.3. Save for newsletters issued by Verney College to the Parents and Learner, any notice given to the Parents in terms of this Agreement shall be delivered in writing and shall:

22.3.1. If delivered by hand, be deemed to have been received on the date the notice was handed to the Parents;

22.3.2. If delivered by registered post, be deemed to have been received on the 4th (fourth) day following the date on which the notice was posted.

22.3.3. If delivered by facsimile, be deemed to have been received on the date succeeding the day on which the facsimile was sent;

22.3.4. If delivered by electronic mail ("e-mail"), be deemed to have been received on the day succeeding the day on which the e-mail was sent;

22.4. Any notice delivered by the Parents to Verney College in any way whatsoever will only be deemed to have been received upon Verney College's written acknowledgement of receipt of such a notice.

23. AMENDMENTS:

23.1. No variation, addition, deletion, amendment, abandonment or waiver of any rights or obligations, whether express or implied, whether included in this Agreement or not, shall be binding on Verney College unless contained in this Agreement or unless it is reduced to writing and signed by both parties.

23.2. From time to time, Verney College may in its absolute and sole discretion vary, amend, substitute or delete the terms and conditions of this Agreement on written notice to the Parents. Any change in the terms of this Agreement made by Verney College will become binding on the Parents 14 (fourteen) days after receipt by the Parents of a written notice of such changes from Verney College.

24. SEVERABILITY:

24.1. To the extent that any provision or part of this Agreement is found to be unenforceable, or be declared invalid by a court with the necessary jurisdiction within the Republic of South Africa, such unenforceability or invalidity of any provision or part of this Agreement will not affect the remaining provisions contained herein and such remaining provisions shall remain of full force and effect.

24.2. The parties agree that if any provision or part thereof of this Agreement be found to be declared invalid by a court with the necessary jurisdiction within the Republic of South Africa, either party may open negotiations for the sole purpose of substituting such provision or part thereof within 2 (two) weeks after the declaration of invalidity.

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25. GENERAL:

- 25.1. This Contract of Enrolment, the Enrolment Application to which it is attached and the Verney College Code of Conduct constitutes the entire agreement between the parties.

- 25.2. No indulgence or extension given by either party shall be construed to be a waiver or novation of such party's rights and at all times shall be without prejudice to such party's rights.

**SIGNED AND DATED AT _____ ON THIS THE _____ DAY OF _
_____ 20 ____.**

AS WITNESSES:

- 1) _____ _____
THE MOTHER

- 2) _____

**SIGNED AND DATED AT _____ ON THIS THE _____ DAY OF
_____ 20 ____.**

AS WITNESSES:

- 1) _____ _____
THE FATHER

- 2) _____

INITIAL MOTHER

INITIAL FATHER



SIGNED AND DATED AT _____ ON THIS THE _____ DAY OF

_____ 20 ____.

AS WITNESSES:

1) _____

2) _____

OBO VERNEY COLLEGE

INITIAL MOTHER

INITIAL FATHER



VERNEY COLLEGE CODE OF CONDUCT

1. PURPOSE:

- 1.1. The terms and provisions of this Code of Conduct stipulate and govern the standards of conduct required of all learners of Verney College, the parents of the learner, and the relationship between the learners and Verney College itself.
- 1.2. Mutual respect and mature and dignified interactions and relationship between Verney College, its staff, learners and the parents is expected at all times.

2. BINDING OF CODE OF CONDUCT:

- 2.1. The terms and provisions of this Code of Conduct, and any future amendments thereto in terms of clause 9 are binding upon all parents and learners.
- 2.2. The terms and provisions of this Code of Conduct are applicable to the parents and learners at any Verney College event, including but not limited to sports events, cultural events and Verney College outings.
- 2.3. Adherence to the terms and provisions of this Code of Conduct by the learner and the parents is an on-going prerequisite for the continued enrolment of the learner at Verney College.

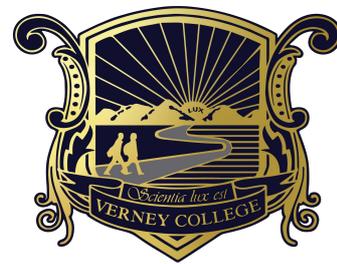
3. DRESS CODE:

- 3.1. Learners are required to adhere to all portions of the dress code of Verney College at all times and are to appear neat, tidy and clean.

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3.2. **UNIFORM:**

- 3.2.1. Learners are to adhere to and wear all necessary items of the Verney College school uniform every day.
- 3.2.2. The respective Winter and Summer uniforms must be purchased for each learner in attendance at Verney College.
- 3.2.3. No learner may attend Verney College, or participate in any Verney College event or school activity, without strictly adhering to the prescribed uniform.
- 3.2.4. A learner's uniform must be clean, ironed and presentable to the satisfaction of Verney College at all times.
- 3.2.5. On "civvies days" learners are to dress in a manner that is appropriate to their age and the formal school environment.

3.3. **HAIR AND MAKE-UP:**

- 3.3.1. Male learners must keep their hair cut in a short back and side style.
- 3.3.2. Female learners must keep their hair tied up with a navy hair band.
- 3.3.3. No learner may wear nail polish or make-up of any nature.
- 3.3.4. No artificial or unnatural hair colouring is permissible.

3.4. **JEWELLERY:**

- 3.4.1. Learners may wear a wristwatch;
- 3.4.2. Female learners may only wear 1 (one) small, plain silver or gold stud in each ear lobe;
- 3.4.3. Learners may wear a plain silver or gold necklace, provided it is for spiritual or religious purposes, provided it is kept beneath the learner's shirt at all times;

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3.4.4. Save as provided for in this Code of Conduct, no learner shall be allowed to wear any form of jewellery.

4. GENERAL PUPIL BEHAVIOUR:

- 4.1. No learner may, through their behaviour or attitude, disrupt the learning process of other learners or the classroom routine.
- 4.2. Sporting and cultural activities shall only take place on the designated grounds for such events and learners are prohibited from performing such events in the Verney College corridors and buildings.
- 4.3. Learners shall move in a quiet and orderly fashion in the Verney College corridors.
- 4.4. A learner's behaviour in public impacts on the reputation of Verney College and as such, to the extent necessary, any misbehaviour or discourtesy of a learner in public may result in disciplinary action against the learner.
- 4.5. The use and possession of cellular telephones by learners is strictly prohibited and constitutes an offence. In the event that a learner is found in the possession of a cellular telephone, Verney College will confiscate the cellular telephone until the end of the school day and hand over the cellular telephone to the learner's parents.

5. SOCIAL MEDIA POLICY:

- 5.1. The parent's and learner's behaviour, conduct and/or publications on social media, including but not limited to Facebook and Twitter, impact on the reputation of Verney College and as such, to the extent necessary, any misbehaviour or breach of the terms of this Code of Conduct may result in disciplinary action against the learner and/or legal action against the parents of the learner, and may further result in the learner's expulsion from Verney College.

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6. OFFENCES:

6.1. UNAUTHORISED ABSENCE:

6.1.1. Unauthorised absence from Verney College or any of its lessons constitutes a serious form of misconduct and is an offence.

6.1.2. Any learner found to be guilty of this offence shall be subjected to the disciplinary procedure referred to in this Code of Conduct and may be suspended or expelled from Verney College.

6.2. VICTIMISATION:

6.2.1. Any learners who commit an act of victimisation shall be guilty of an offence.

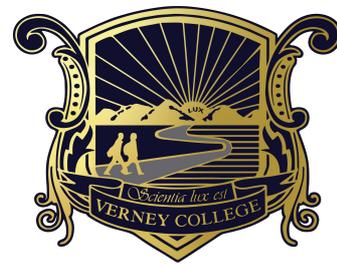
6.2.2. Victimisation includes but is not limited to the following:

- 6.2.2.1. Bullying;
- 6.2.2.2. Harassment;
- 6.2.2.3. Physical violence or fighting;
- 6.2.2.4. Intimidation;
- 6.2.2.5. Racism;
- 6.2.2.6. Sexism;
- 6.2.2.7. Religious intolerance;
- 6.2.2.8. Defamation or slandering;
- 6.2.2.9. Verbal abuse;
- 6.2.2.10. Sexual Harassment; and
- 6.2.2.11. Emotional and psychological abuse.

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6.2.3. No form of initiation procedure or process is permitted at Verney College and will be considered a form of victimisation.

6.2.4. Any learner found to be guilty of an offence in terms of clause 6.2.1 shall be subjected to the disciplinary procedure referred to in this Code of Conduct and may be suspended or expelled from Verney College.

6.3. **SUBSTANCE ABUSE:**

6.3.1. Any learner found to be in the possession or under the influence of any drug, narcotic, or alcohol, or participating, either passively, actively, directly or indirectly, in activities relating to any form of substance, drug, narcotic or alcohol, shall be guilty of an offence.

6.3.2. The South African Institute for Drug Free Sports ("SAIDS") has banned those steroids listed as illegal anabolic-androgen steroids. To this extent it is a violation of this Code of Conduct for any learner to possess, ingest or otherwise use such steroids without a written prescription from the appropriate medical practitioner.

6.3.3. In the event that a learner is found in possession of any medication, save for medication classified under Schedule 1 of the Medicines and Related Substances Act, No 101 of 1965, and Verney College has not been informed or provided with a prescription for such medication, the learner shall *prima facie* considered to have contravened the provision of 6.3.1 *supra*.

6.3.4. To the extent that a learner is prescribed any form of medication by a medical practitioner, it is the duty of the parents and the learner to notify Verney College of such prescription to explain the learner's possession or ingestion of such medication.

6.3.5. Any learner found to be guilty of the offences contained in clauses 6.3.1 to 6.3.3 *supra* shall be subjected to the disciplinary procedure referred to in this Code of Conduct and may be suspended or expelled from Verney College.

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6.3.6. The parents and learner agree and acknowledge that Verney College is entitled, in its sole and absolute discretion, to conduct random drug tests on any learner or group of learners, subject to reasonable suspicion or in the best interests of learners of Verney College.

6.4. THEFT:

6.4.1. Theft, fraud or forgery of manner whatsoever, and of any item whatsoever, constitutes a criminal offence and is strictly forbidden.

6.4.2. Any learner found to have stolen, or assisting someone to steal, any item in any manner whatsoever, whether directly or indirectly, shall be guilty of an offence.

6.4.3. It shall be deemed as theft for a learner to remove any of the following items from Verney College without prior authorisation:

6.4.3.1. Any computer software on Verney College computers;

6.4.3.2. Any computer hardware in Verney College computers; and

6.4.3.3. Any books, textbooks, stationary or academic material.

6.4.4. Any learner found to be guilty of this offence shall be subjected to the disciplinary procedure referred to in this Code of Conduct and may be suspended or expelled from Verney College.

6.5. VANDALISM:

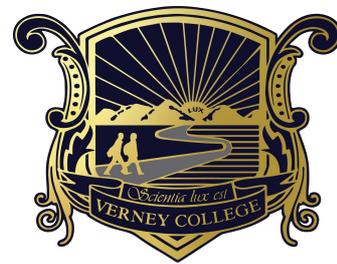
6.5.1. Any damaging or defacing of property belonging to Verney College is a serious offence.

6.5.2. To the extent necessary Verney College shall be entitled to claim any damages against the transgressor or their parents for compensation due to any loss or damage caused to Verney College's property by a learner or parent.

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6.5.3. Any pupil found to be guilty of this offence shall be subjected to the disciplinary procedure referred to in this Code of Conduct and may be suspended or expelled from Verney College.

7. CRIMINAL OFFENCES:

7.1. To the extent that an offence committed by a learner or parent constitutes an act of criminality in terms of the prevailing laws of the Republic of South Africa, Verney College reserves the right to prefer criminal charges against the learner or parent concerned.

8. DISCIPLINARY MEASURES:

- 8.1. The Principal, Head of Department, or his or her appointed agent, shall in their sole and absolute discretion be entitled to call the learner and parents to a disciplinary hearing in circumstances which reasonably deem it necessary.
- 8.2. Any decision taken by a chairperson of a disciplinary hearing shall be binding on the parties, subject to either party being entitled, within 5 (five) days of receiving the chairpersons decision, to appeal the findings.
- 8.3. Learners who infringe the terms and conditions of this Code of Conduct may be issued the following as a disciplinary measure by Verney College:
- 8.3.1. Detention as a means of correcting errant behaviour;
 - 8.3.2. Community service;
 - 8.3.3. A written warning valid for 6 (six) months;
 - 8.3.4. A final written warning valid for 12 (twelve) months;
 - 8.3.5. Suspension pending a disciplinary enquiry; and
 - 8.3.6. Expulsion.

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- 8.4. Verney College may in its sole and absolute discretion suspend a learner and the provision of services, without refund or deduction, for a period not exceeding 7 (seven) days, and may terminate the provision of services in accordance with the Contract of Enrolment and claim fees *in lieu* of notice.

9. AMENDMENTS TO THE CODE OF CONDUCT:

- 9.1. Verney College may in its sole and absolute discretion amend, vary, suspend, insert or delete any provision of this Code of Conduct from time to time.
- 9.2. Any such amendment, variation, suspension, insertion or deletion shall be deemed to be enforceable within 10 (ten) days of Verney College notifying the learner and parents in writing of same.

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ACCEPTANCE OF THE CODE OF CONDUCT:

I/We, _____ and _____

Being the Parents/Legal Guardians of the Learner, _____

Confirm that I/we have read, understood and irrevocably accept the terms and conditions of the Verney College Code of Conduct.

Should the Learner be found guilty of any offence or material misconduct through a disciplinary enquiry, the Learner may be required to leave Verney College with immediate effect and that under such circumstances, I/we acknowledge and irrevocably agree that I/we will be responsible for any and all fees owing and payable to Verney College as if a calendar term's notice had been given as outlined in the Contract of Enrolment.

SIGNED AND DATED AT _____ **ON THIS THE** ____ **DAY OF**
_____ **20** _____

THE MOTHER

THE FATHER

THE LEARNER

INITIAL MOTHER

INITIAL LEARNER

INITIAL FATHER