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## 2024 Enrolment Agreement

made and entered into by and between:  
HEATHERBANK PRE & PRIMARY SCHOOL

A project of the Lovemore Charitable and Educational Foundation Trust  
(hereinafter referred to as "the School")  
and

.....  
(full names and surname), (jointly referred to as the "Parents")

for the tuition and education of

.....  
(full names and surname), (hereinafter referred to as "the Learner(s)")

The School agrees to enrol the Learner upon and subject to the following terms and conditions of this Enrolment Agreement:

### School Hours and Terms

The School loosely follows terms and holidays of the Department of Education. The School reserves the right to change the dates issued by the Department.

Terms for 2024 as follows:

Term 1 17 Jan to 20 March Term 2 3 April to 14 June Term 3 8 July to 20 Sept Term 4 1 Oct to 11 Dec.  
Public Holidays: 29-30 April and 1 May & 9 August

### Parental Involvement

The educational model at Heatherbank is based on a two-way partnership between the School and the Parents. It requires an investment of trust, cooperation, time and energy in support of each Learner's education both at home and at School. A safe and respectful environment is most conducive to effective learning. The School considers 'discipline' to be what is done for the learner, rather than to him/her. The School esteems discipline that fosters mutual respect, dignity and responsibility and applied consistently, firmly and fairly and - most importantly - tempered with love. The School strives to maintain an ordered and engaging learning environment through kindness, love and genuine regard for the learners - and encourages their active participation in and responsibility for this.

In order to nurture a spirit of cooperation and trust between teachers and Parents, the following considerations apply when a Learner requires intervention:

The School rules are well thought-out and purposeful. They are also implemented impartially. Parents who have questions or concerns regarding a disciplinary matter are welcome to meet with the relevant teacher, by appointment. By signing this Enrolment Agreement, Parents consent to cooperate with the considerations listed. The full Code of Conduct is an addendum to this contract, and must be signed by all parents.

## **Mediation**

Should any dispute arise out of or in connection with this Agreement, either party shall be entitled to require, by written notice to the others, that the dispute be submitted to mediation in terms of this clause.

The parties hereby designate the Association of Arbitrators, Southern Africa ("AoA") as the administrators of their mediation. The parties agree to abide by the Mediation Rules of The Association of Arbitrators. (Southern Africa) available at <https://arbitration.co.za/mediation/mediation-rules/>

## **School Publications**

Unless otherwise stated in writing, the Parents and the Learners consent that informal photographs taken of the Learners and/or the Parents at various School events or whilst on the School premises may be used by the School in the electronic or printed media such as newspapers, advertisements, magazines, websites and social media.

## **Sport, School Activities and Travel**

Unless otherwise stated in writing, the Parents' consent shall be deemed to have been given to the Learner participating, under supervision, in any sports or activities or travel to any school activity at another venue. It shall also be deemed that the Parents indemnify the school against any injury, harm or other loss that may result from the aforementioned. The School shall not be responsible for any injury, loss or damage to the Learner or the Learner's property resulting from any of the abovementioned activities, except in the case of gross negligence on the part of the School staff or agents, and the Parents indemnify the School against any claims in this regard.

## **Changes in Emergency and Contact Details**

Parents/guardians are required to notify the School, in writing, of any changes to address, telephone, email and postal details as soon as they change. Parents are to supply a number that can be added to their relevant class groups.

## **Illness/Absence from School**

To prevent a vicious circle of infection and re-infection, sick Learners with any contagious disease are not permitted to attend School.

No medication will be administered by the School with the exception of medication for ADD/ADHD, and/or in emergencies (in which case the School shall notify the Parents/Guardians). The school does not have a registered nurse on the premises to administer any other medications. All other chronic medications must be administered at home in the morning, or by a registered nurse arranged by the parents to go to the school (at designated times), or the parents to administer at the school (at designated times).

Parents/guardians shall notify the School of any changes to the Learner's health, especially in respect of new illnesses and allergies. All ADD/ADHD medication is required to be secured at the front office and administered by the designated member of staff, with written consent from the parents. Parents are required to notify the School in writing of the relevant medical details in this regard.

School attendance by Primary School Learners is compulsory in terms of the Schools Act. The School must therefore be provided with any information in respect of casual or prolonged absence from the School by the Learner. ( ie more than 5 consecutive days).

## **Indemnification**

The Parents indemnify the School, its employees and officials against any injury, harm or other loss caused to any person, as a result of the conduct of the Learner. The Parents exempt the School, its employees and officials from liabilities incurred on account of any injuries to or illness of the Learner and agree that the School or any of its teachers may consent to any operation or medical treatment of the Learner should such consent be required for medical reasons on an urgent basis and should it not be possible, for the Parent to be contacted immediately.

## **Reports and Communication**

Comprehensive reports will be completed at the end of each term. A compulsory Parent feedback meeting will be held at the end of the second and third terms. The teachers are always available to meet with the Parents. Parents could be called to individual meetings at the end of the first and 4th terms, should there be cause for concern. Reports are only to be handed to parents/caregivers.

## **Snacks and Lunches**

Parents are encouraged to send a healthy packed lunch to School, along with water. As we have a sugar free policy, no sweets, chocolates, chips or fizzy drinks are allowed at School. Should these come to school, they will be confiscated and returned at the end of term. No plastic or packets sent to school to prevent litter.

## **Personal Belongings/Toys**

All personal belongings, including uniforms, are to be clearly marked. Toys are not permitted at School. The School accepts no responsibility for lost/misplaced or broken items or clothing. No cell phones are allowed at school.

## **Period of Enrolment**

The period of enrolment shall be the entire school year, or in the case of a Learner entering the School after the school year has begun, from the start date of probation to the last day of school in that year. Each Learner is required to be readmitted on an annual basis. Existing Learners will be regarded as having applied for re-admission automatically, which application is then considered at the sole discretion of the School. A Learner's readmission may be compromised by factors such as serious disciplinary issues involving the Learner, if the Learner no longer meets the age group for the grade applied for or due to the contractual failure of the Parents. This includes arrears in school fees. The aforementioned list is not exhaustive and does not limit the School's discretion to refuse any Learner application for re-admission. The School may require the Parent to withdraw a Learner with immediate effect in cases of serious or repeated misconduct or where it is in the interest of the School or Learner or both.

## **Notice of Cancellation**

Parents assume full liability for tuition fees in respect of the Learner for the School year, subject to the following conditions: In the event of unforeseen circumstances arising, forcing the Parents to withdraw the Learner from the School, a full month's notice, in writing, shall be required from such Parents of such withdrawal. Thereafter the School shall make every effort to mitigate the loss and relieve the Parent from the remainder of their contractual obligation for the outstanding portion of the year.

## **School Fees**

School Fees are to be paid in advance, either annually, termly or monthly, on/before the 7th day of each month. Where Parents elect to make monthly payments, such payments are apportioned over 11 (eleven) equal monthly installments. Fees are payable by EFT, deposit at bank or debit order. A Learner may not attend the School at the beginning of the first School Term until all amounts which are due for payment before the beginning of the first School Term of the school year have been paid in full.

## Breach

Failure by the Parents to settle any School Fees and/or Additional Fees which become due in accordance with the Enrolment Agreement shall constitute a breach of the Enrolment Agreement. In that event, a notice of breach is sent to the Parents. In the event of the Parent failing to pay and the account being 30 days in arrears, a letter will be sent to parents ( via their child) or by email should there be one on record. In the event of the Parent still failing to pay and the account reaches 60 (sixty) days in arrears, the agreement between the Parent and the School will automatically be terminated. Notice will be sent to the Parent who will then be responsible to enrol their child in a different school. Once the contract between the parent and School has been terminated, the School will inform the district Department of Education. In the event of this Agreement resulting in termination, legal action will become necessary to procure payment if the Parent negates on the payment plan. The Parent hereby agrees in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944 that the School shall, at its option, be entitled to institute any legal proceedings for the recovery of any monies owing by them to the School in any Magistrate's Court having jurisdiction in respect of such proceedings in terms of Section 28 of that Act.

## Fee Structure

The fees for 2024 are as follows:

Grade 00	Deposit R400	11 month fee @ R980 month
Grade 0	Deposit R400	11 month fee @ R 1200 month
Grade R	Deposit R400	11 month fee @ R 1200 month
Grade 1	Deposit R1500	11 month fee @ R1260 month
Grade 2	Deposit R800	11 month fee @ R1260 month
Grade 3	Deposit R800	11 month fee @ R 1260 month
Grade 4	Deposit R900	11 month fee @ R 1360 month
Grade 5	Deposit R900	11 month fee @ R 1360 month
Grade 6	Deposit R900	11 month fee @ R 1360 month
Grade 7	Deposit R900	11 month fee @ R 1360 month

## Stationery and uniform (included in school fees):

On receipt of the deposit and first month's school fees, the school will issue once off stationery and uniform as listed below. This is to be marked and looked after. Should it be lost, it is the responsibility of the parent to ensure the pupil has all the necessary stationery and uniform for school daily. Should the pupil require more uniform it can be purchased at school from the School Shop. Tracksuits R500, T Shirts R90

**Pre school :** Deposit includes 2 T shirts, water bottle, mattress, blanket and pillow and art supplies

returning pupils - to receive 1 TShirt

**Grade 1 & New Pupils:** Uniform includes a school Tracksuit, 2 navy T shirts and navy shorts.

Stationery 1-7: set of 12 pencil crayons, ruler, rubber, scissors, pencil bag, 3 HB pencils per term, glue stick, sharpener, all workbooks and textbooks including readers, a flip file and homework book. Grade 7 to receive a maths set and blue pens.

Uniform 1-7: 1 Navy T Shirt

### **Foreign Students:**

The following will be required from parents to enable your child to study at Heatherbank. A copy of the pupils Birth Certificate or Passport and an application in process from Home Affairs for a study permit.

### **Religious Policy:**

As an independent school we have the right to establish our own values and belief system. We uphold Christian Principles and will not tolerate ancestral worship or any practice that conflicts with the Biblical ethos and belief system of the school.

### **The Bus ( DISCIPLINE)**

The bus is a free service offered to pupils living in Walmer Township. There are designated stops on the route. Pupils using the school bus are expected to abide by the rules. Should these rules be broken, or should the parent be in breach of the terms of this contract, then the school has the right to withdraw the bus service for a said period. There must be a parent to fetch pupils from their designated bus stops, as children may not leave the bus unaccompanied by an adult. In this event, the child will remain on the bus, and the parent will be responsible to fetch the child from school. Should these stops not be convenient, it is the responsibility of the parent to ensure their child arrives at school on time, and is fetched at the end of the school day. The bus will not change the route to accommodate learners living further away. While every precaution will be taken for the safety and welfare of learners on the bus, the Parent indemnifies the school against any loss, damage or injury occurring to the learner while using the bus. This includes an indemnity against recovery of costs resulting from damage, loss or medical conditions or hospitalisation, unless such loss is caused by negligence, willfulness or deliberate act of the School or one of its employees. Pupils are to use the bus for designated grades to prevent overcrowding. A bus pass will be issued to learners monthly in advance for the use of the bus. This pass (free) will only be for those whose fees have been paid and for those who follow the bus rules. Should this pass be lost/upheld or stolen the pupil will not be allowed to use the bus until it has been replaced by arrangements made by parents. **\*\* Parents may not approach the school bus and intimidate the learners, teachers or driver. Any grievance to be taken up with the School Principal or Executive Head.**

### **School Counselor**

The school counselor is part of the mental wellness of our pupils, and may for various reasons need to meet with pupils. This may be a referral from a teacher, or may be by choice of the pupil. These sessions with the counselor will be confidential within the laws of counseling confidentiality. I give the counselor permission to meet with my child should he/she be referred, to help her/him fulfil his/her potential academically, socially or emotionally depending on where the need arises. Should you not wish for these sessions to take place, please notify the school in writing.

## Swimming

Swimming lessons are offered to Intermediate Phase pupils during the summer months. Pupils are required to have a swimming costume and towel. Should you not want your child to take part in these lessons, please notify us in writing.

Whilst the school endeavours to ensure the safety and security of all pupils and shall at all times observe the strictest levels of precaution, safety and security, the undersigned parent / legal guardian hereby indemnifies the school and it's representatives from any liability howsoever arising from any loss of injury sustained by any pupil whilst he or she is engaged in swimming lessons at school.

We, the undersigned, have read the contents of Heatherbank Primary School's Admission Policy, Code of Conduct (available on request) and Enrolment Agreement and we declare that we understand the content thereof and agree to be bound by its terms and conditions.

DATED at ..... on this..... day of..... 20...

PARENT NAME: .....

SIGNATURE: \_\_\_\_\_ -

IDENTITY NUMBER: .....

CELL NUMBER:.....

EMAIL.....