



ADMISSIONS CONTRACT

between

DEUTSCHE INTERNATIONALE SCHULE JOHANNESBURG

(the "**School**")

and

(ID No. / Passport No. _____)

and

(ID No. / Passport No. _____)

(the "**Parent**" or, collectively, the "**Parents**")

in respect of

(Date of Birth / ID No. / Passport No. _____)

(the "**Learner**")

Initials DSJ: _____

Initials Parent/Guardian 1: _____

Initials Parent/Guardian 2: _____



ADMISSIONS CONTRACT / BESCHULUNGSVERTRAG

Da die Geschäftssprache der Schule Englisch ist, sind alle weiteren Angaben und Auflagen dieses Beschulungsvertrages nur in Englisch angegeben.

As the School's official business communication language is English, this Admissions Contract and further details from this point on shall only be in English.

PARENT DECLARATION:

The persons signing this contract as Parents declare that they are the Parent/s of the Learner whose details appear on page 1 of this Contract. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Learner to be successfully admitted to and retained at the School.

IMPORTANT NOTICE:

By signing or initialling this Contract, each Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parents and the Learner comply with any terms and conditions contained in the School Rules and Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

This Contract contains clauses that appear in similar text style to this notice and which:

- may limit the risk or liability of the School or a third party; and/or
- may create risk or liability for the Parent; and/or
- may require the Parent to indemnify the School or a third party; and/or
- serve as an acknowledgement, by the Parent, of a fact.

These clauses are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract intends to or attempts to restrict, limit or avoid any rights or obligations created for the Parent or the School in terms of the Consumer Protection Act.

1. DEFINITIONS

For the purposes of this Contract and its Annexures:

- 1.1 "**Additional Fees**" means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent/s in advance, to provide adequately for the education and related activities and services provided to the Learner, including the costs of extra-curricular activities, or special educational needs;
- 1.2 "**Additional Goods/Services**" means those goods or services that may be provided to or for the benefit of the Learner from time to time, as determined by the School from time to time;
- 1.3 "**Admission Fee**" means the non-refundable amount of money payable by the Parent/s to the School to cover all the administrative costs involved in processing the successful admission of a learner to the School;
- 1.4 "**Application Fee**" means the non-refundable amount of money payable by the Parent/s to the School to cover all the administrative costs involved in processing the application for admission of a learner to the School;
- 1.5 "**Board**" means the board of directors of the School;



- 1.6 "**Contract**" means this document including all its annexures, as well as any School Rules and Policies, as amended from time to time;
- 1.7 "**Consumer Protection Act**" means the Consumer Protection Act, No. 68 of 2008;
- 1.8 "**Deposit**" means the amount of money payable by the Parent/s to the School upon the School providing notification of a successful application, which will be accompanied by a written offer of a place to the Learner, and which amount, subject to the terms of this Contract, may be refundable by the School or donated by the Parent/s upon termination of this Contract, less any amounts that the School is legally entitled to recover, including as a result of such termination or other damages related to a breach of this Contract;
- 1.9 "**Employees**" means all educators and non-educators employed by the School, and shall include all educators who are seconded from Germany to the School, or independent educators contracted to the School, or trainee or intern educators at the School;
- 1.10 "**Fee**" means any amounts owing to the School for a Learner's application, admission, education and related activities at the School. Such Fees shall be clearly communicated to the Parent/s in advance and may include, but are not limited to, the:
- 1.10.1 Application Fee (non-refundable);
 - 1.10.2 Deposit;
 - 1.10.3 Admission Fee (non-refundable);
 - 1.10.4 School Fees, and
 - 1.10.5 Additional Fees.
- Additional information in respect of the Fees is set out in the School Fee Regulations and the School Fee Schedule as they appear on the School's website www.dsj.co.za ;
- 1.11 "**Income Tax Act**" means the Income Tax Act, No. 58 of 1962;
- 1.12 "**Learner**" means the child (of any age) admitted by the School to be educated, whose details appear on **page 1** of this Contract, and "**Child**" shall mean the same;
- 1.13 "**Learner Intellectual Property**" means any and all intellectual property created, developed and/or generated by the Learner, including, without limitation: (i) artworks, drawings, music and/or writing; (ii) all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all software, databases and data collections and all rights therein; (v) all moral and economic rights of authors and inventors, however denominated; (vi) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (vii) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;
- 1.14 "**Material Breach**" means a breach that is material in the context of the overall arrangements between the School, the Parent/s and the Learner as set out in this Contract or the School Rules or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where one or both Parent/s or the Learner (as applicable):
- 1.14.1 fail to uphold or contravene this Contract and/or the School Rules and Policies, as introduced and amended from time to time;
 - 1.14.2 fail to pay any fees by their due date;



- 1.14.3 fail to fulfil any legal requirements necessary for the Learner to attend school in South Africa;
- 1.14.4 act in such a way that the Parent/s or the Learner (as applicable) become uncooperative with the School and, in the reasonable opinion of the Principal, the Parent/s' or the Learner's behaviour negatively affects the Learner's or other learners' progress at the School, the well-being of the Employees, or brings the School into disrepute; or
- 1.14.5 has, as determined by the School in its reasonable opinion, committed any unjustifiable act or omission which has caused, or could reasonably cause, reputational harm to the School;
- 1.15 "**NCA**" means the National Credit Act, No. 34 of 2005;
- 1.16 "**Parent/s**" means the parent, parents, guardian or guardians of a Learner, who have signed this Contract and whose details appear on **page 1 and page 13** of this Contract;
- 1.17 "**Parties**" means the Parent/s and the School together, and "**Party**" means the School or Parent/s;
- 1.18 "**Policies**" means the guides to decision-making adopted by the School to assist the day-to-day running of the School, as published by the School from time to time on the School's website and the School's internal information portal. Those applicable to Parent/s and Learners are available free of charge to Parent/s, including on the School's website www.dsj.co.za.
- 1.19 "**POPI Act**" means the Protection of Personal Information Act, No.4 of 2013;
- 1.20 "**Principal**" means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.21 "**School**" means **Deutsche Internationale Schule Johannesburg NPC**, a non-profit company incorporated in terms of the company laws of the Republic of South Africa, under registration number: 1926/008515/08;
- 1.22 "**School Fees**" means the amount of money payable by the Parent/s to the School in connection with a Learner's education, excluding any Application Fee, Deposit, Admission Fee or Additional Fees;
- 1.23 "**School Rules**" means the rules and regulations of the School, as published on the School's website and the School's internal information portal, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School. These may include (but need not be limited to) the School Rules, School Fee Schedules and School Fee Regulations, as well as the code of conduct and the complaints procedures for Parent/s. Those applicable to Parent/s and Learners are available free of charge to Parent/s, including on the School's website www.dsj.co.za;
- 1.24 "**Magistrate's Court Act**" means the Magistrates' Courts Act, No. 32 of 1944;
- 1.25 "**Term**" means the period of the academic year during which the School holds classes and extra-curricular activities, as notified to Parent/s from time to time;
- 1.26 "**Third Party Payer**" means the person or entity, other than the Parent/s, nominated by the Parent/s to be responsible for the payment of any one or more or all of the Fees, provided that the nomination will not absolve the Parent/s from liability for those said Fees. The details of the Third Party Payer are set out in **Annexure A** to this Contract.

2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL

- 2.1 The Parent/s acknowledge and accept that the School is acting as experts in education, and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By accepting the offer of a place for the Learner at the School, the Parent/s bind and commit themselves and the Learner to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated in the School's prospectus, mission statement, Policies, School Rules and/or codes of conduct from time to time.

Initials DSJ: _____

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- 2.2 If at any time the Parent/s are of the view that the values, educational methods, mission, ethos and objectives of the School are incompatible with those of the Parent/s or the Learner, the Parent/s undertake to withdraw the Learner from the School subject to the terms and conditions of this Contract and the best interests of the Learner.
- 2.3 The Parent/s undertake that they will, and procure that the Learner will, respectfully adhere to and participate in all School activities that may include any and all cultural practices established by the School as a means of giving expression to its values, ethos and mission. If the Parent/s and/or the Learner conduct themselves in a manner inconsistent with, or that fails to uphold such values, ethos and mission, the School shall be entitled to terminate this Contract after following due process.
- 2.4 The Parties undertake, in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE SCHOOL

- 3.1 **The admission of learners to the School is at the sole discretion of the School which may not grant the Learner admission to the School, or may grant temporary or provisional admission to the School subject to such further terms and conditions which the School may impose. The School may, after following due process, cancel admission in accordance with the School Rules.**
- 3.2 While the Learner remains a learner at the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during School hours and at other times when the Learner is participating in activities organised by the School on School premises only.
- 3.3 Unless the Parent/s write to the School in advance with the specific purpose to withhold their consent, the Parent/s consent to the Learner:
- 3.3.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury; and
- 3.3.2 travelling to supervised School activities that take place outside of School premises.
- 3.4 The School will take reasonable care to avoid loss, damage, injury or death to the Learner. The School will not be responsible for any loss, damage, harm, injury or death that results from the Learner taking part in any School activities.
- 3.5 The School shall monitor the Learner's progress at the School and produce regular written reports. The School will advise the Parent/s if the School has any concern about the Learner's progress, but the School does not undertake to diagnose any learning disability or other condition. A formal assessment can be arranged either by the Parent/s or by the School at the Parent/s' expense.
- 3.6 The Parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit the School's ability to provide high quality education to Learners with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the School and its Employees in their capacity as professionals and experts in education, and after following due process, the School cannot, or can no longer, provide adequately for the Learner's special educational needs, the School may elect not to offer admission to the School or may cancel this Contract in terms of clause 12.4.**

4. DISCLAIMERS AND INDEMNITY

- 4.1 **The School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including school clothing, sporting and IT equipment, cellular phones, digital devices of any kind, books, or any other personal possessions or valuables) brought on to the School premises by the Learner, unless the**



School or its Employees are in physical possession of that property and damage occurs to that property either because:

- 4.1.1 the School or its Employees treated the property as their own; or
- 4.1.2 the School or its Employees did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property.
- 4.2 **The Parent/s indemnify the School, the Board, the Principal and the School's Employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever, in respect of damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the Learner's admission to the School. The School shall be liable and liability will not be excluded under this clause 4.2 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Principal or the School's Employees as well as their authorised agents and/or representatives.**
- 4.3 Unless the Parent/s expressly notify the School in writing to the contrary, the Parent/s hereby consent to the Learner participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well as to the Learner travelling to and participating in School activities, programmes or class trips outside the School. **Subject to the School taking reasonable care to avoid harm and prevent any gross negligence on the part of the School, its Employees or agents, the School is not responsible for loss or damage resulting from such sports, activities, programmes or class trips, and the Parent/s indemnify the School against any claims in that regard.**
- 4.4 **The Parent/s acknowledge that they are responsible for the safety of the Learner, whether on the premises of the School or not, after the School hours or after any School activity/event/function, and when using any bus service procured by the School for transport of Learners, and accordingly indemnify the Board, the Principal and the School's Employees as well as their authorised agents and/or representatives in terms of clause 4.2 above.**

5. PARENTS' GENERAL OBLIGATIONS

- 5.1 The Parent/s warrant that they have informed the School, upon application for admission of the Learner, or by completing **Annexure D** to this Contract of any special educational needs of the Learner known to the Parent/s, of the kind referred to in clause 3.6.
- 5.2 In order to fulfil the School's obligations, the School needs the Parent/s' co-operation. Without detracting from any specific obligations contained in this Contract, the Parent/s are required to:
- 5.2.1 fulfil the Parent/s' own obligations under these terms and conditions;
- 5.2.2 encourage the Learner in his or her studies, and give appropriate support at home;
- 5.2.3 keep the School informed of matters which affect the Learner;
- 5.2.4 maintain a courteous and constructive relationship with School's Employees; and
- 5.2.5 attend meetings and otherwise keep in touch with the School where the Learner's interests require the Parent/s to do so.
- 5.3 Subject always to applicable law including, without limitation, provincial legislation applicable to the School, the Principal may, if it is justifiable to do so and after following due process, require the Parent/s to remove the Learner, or may suspend this Contract if the Parent/s' behaviour is in the reasonable opinion of the Principal so unreasonable as to affect or likely affect the progress of the Learner or another learner (or other learners) at the School or the well-being of the School's Employees or to bring the School into disrepute.
- 5.4 Subject always to applicable law including, without limitation, provincial legislation applicable to the School, the Principal may, if it is justifiable to do so and after following due process, require the Parent/s to remove the Learner, or

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may suspend or expel, the Learner from the School, if the Principal considers that the Learner's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Principal the Learner's removal is in the School's best interests or those of the Learner, other learners or the wider School community. In this case, the Parent/s will be asked to remove the Learner at a specified date that may be shorter than a full Term. Should the Principal exercise this right, all or a part of the Deposit will be forfeited where:

- 5.4.1 the School is unable to fill the vacancy created by the Learner; and
- 5.4.2 the School has incurred, or will incur, reasonable costs for administering the Learner's removal from the School.
- 5.5 When the Principal contemplates the possibility of removal or expulsion of a Learner under clauses 5.3 or 5.4, it should follow a fair process (which may include a hearing) to solicit representations on the Learner's best interests and right to a basic education.
- 5.6 The School Rules may set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Learner may be expelled or suspended for offences which are not included in these examples. In particular, the Principal may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Learner, or the circumstances of the case otherwise justify such action.

6. SCHOOL RULES AND POLICIES

- 6.1 **The Parent/s acknowledge and declare that they have read and understood the School Rules and Policies applicable to them and the Learner and agree to abide by and comply with the provisions of those School Rules and Policies. The School undertakes to make copies of all School Rules and Policies applicable to parents and learners available on request and free of charge. These are also available to Parent/s on the School's website www.dsj.co.za and on the School's internal information portal.**
- 6.2 **The Parent/s acknowledge that they are responsible for the Learner, whether on the premises of the School or not, after the School hours or after any School activity/event/function, and when using the School's bus service. The Parent/s undertake that they will ensure that the Learner obeys all School Rules and Policies where they apply to the Learner.**
- 6.3 **The Parent/s acknowledge that they are responsible for the Learner following the School's Bus Rules, which are Annexure E to this Contract, whenever the Learner uses any bus service procured by the School to transport learners, including, but not limited to, making sure that the Learner follows safety rules such as wearing the seatbelts provided, getting off the bus in question at the correct bus stop, and following safety instructions from any bus driver or School Employee. The Parent/s are liable to make good any damage caused by the Learner to property of the School or its contractors including, but not limited to, damage done by the Learner to any bus while using any bus service procured by the School to transport learners.**
- 6.4 **The Parent/s indemnify the School, the Board, the Principal and the School's Employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever, in respect of damage or loss to property, real or personal, or injury to persons, including injury resulting in death, arising out of or as a consequence of the Learner using the bus service.**

7. ADMISSION AND DEPOSIT

- 7.1 **The Learner's admission to the School is conditional on the Parent/s signing this Admissions Contract and returning the signed Contract to the School, as well as paying the Deposit to the satisfaction of the School.**
- 7.2 **If the Learner does not take up the offered place at the School after the Parent/s have signed the Contract, the application process has been completed and the Deposit has been paid, there will be no refund of the Deposit or any part thereof, unless the Parent/s have made prior cancellation of the Contract at least two (2) months prior to the Learner's intended first day of school. Failing this, the Parent/s agree that the School may keep the Deposit as a reasonable cancellation fee for the Learner's withdrawal.**

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7.3 If cancellation is received more than two (2) months but less than four (4) months prior to the Learner's intended first day of school, 50% of the Deposit will be refunded. If cancellation is received more than four (4) months prior to the Learner's intended first day of school, 100% of the Deposit will be refunded to the Parent/s. If the Learner does not take up a place at the School because of their death or long-term hospitalisation, the School will refund the full Deposit.

7.4 The School will refund the Deposit on a non-interest-bearing basis when the Learner leaves the School, provided all outstanding Fees have been settled and the notice period set out in clause 12.2 has been adhered to. The School has the right to treat the interest generated from the Deposit as the School's income, therefore no interest will be added to the refund. The School will deduct from the refund any amounts it may legally keep under this Contract. Upon written request, the School may agree to credit the amount of the Deposit, without interest, against the final payment of any School Fees that are owing when the Learner leaves the School.

8. PAYMENT OF FEES

8.1 The Parent/s, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Learner attending the School. The Parent/s also acknowledge that the Fees are payable in advance. Participation by the Learner in certain School activities, including but not limited to class trips, may be subject to the Learner's School Fees being paid up to date, as stipulated by the School from time to time. Any Fee or other amounts of money owing by the Parent/s to the School not paid on or before the due date will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the NCA, or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School on or before the date on which payment is due in respect of which such interest accrues will bear further interest at the same rate. In addition to interest, the School will be entitled to recover from the Parent/s default administration costs and collection costs, as contemplated in the NCA, including legal costs on an attorney and client scale and collection commission to the extent permitted by the NCA.

8.2 The Parent/s and/or the Third Party Payer accept the Additional Goods/Services. The Parent/s and/or the Third Party Payer expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 8.1. The Parent/s and/or the Third Party Payer acknowledge that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise, and that the Parent/s and/or the Third Party Payer have expressly accepted such Additional Goods/Services.

8.3 The Parent/s and/or the Third Party Payer accept that they will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationery, books, School tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to the School account, which will be payable by the end of each Term.

8.4 The Parent/s confirm that a certificate signed by the School's Financial Manager or Principal showing the amount owing by the Parent/s or the Third Party Payer to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by the Parent/s or the Third Party Payer, the Parent/s or the Third Party Payer shall bear the onus of proving that such amount is not owing and/or due and/or payable.

8.5 In the event of a Third-Party Payer taking responsibility for the payment of the Fees, the Parent/s, by the Parent/s' signature hereto, hereby bind themselves jointly and severally in the Parent/s' personal capacity as surety and co-principal debtors with the Third Party Payer for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party Payer.

8.6 The Parent/s and the Third Party Payer also acknowledge that if any instalment on account of a Fee which is payable is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable by them. No indulgence or grant of time by the School will constitute a waiver of its rights under this Contract or otherwise.



- 8.7 The Parent/s or the Third Party Payer are entitled to elect (at admission and prior to the beginning of each school year) whether to pay School Fees annually, Termly or monthly, the total costs of which will be set out in a fee schedule and communicated to the Parent/s on admission and in advance of any increase in School Fees.
- 8.8 The Parent/s or the Third Party Payer authorise the School to effect a debit order against the Parent/s' or the Third Party Payer's bank account to effect the monthly payment of Fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in **Annexure B**.
- 8.9 The Parent/s and the Third Party Payer agree that Fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.
- 8.10 Inability to pay Fees due to death or long-term hospitalisation:
- 8.10.1 In the event that the Parent/s or Third Party Payer responsible for the payment of Fees is unable to pay the Fees due to death, or illness resulting in protracted hospitalisation, such Parent/s or Third Party Payer, personally or through an authorised representative, shall be entitled to approach the School to make payment arrangements to the extent that a deviation from the payment terms of this Contract is required.
- 8.10.2 The School's Financial Manager and Principal shall, in their discretion, be entitled to consider any deviation from the payment terms in this Contract on a case-by case basis following the production of either of:
- 8.10.2.1 a death certificate;
- 8.10.2.2 a medical certificate or examiner's report; or
- 8.10.2.3 a certificate or report by a traditional healer registered in terms of the Traditional Health Practitioners Act, No 22 of 2007.
- 8.10.3 For the avoidance of doubt:
- 8.10.3.1 nothing in this clause 8.10 shall limit the rights of the School in respect of any Fees due and payable in terms of this Contract before and after any decision of School management pursuant to clause 8.10;
- 8.10.3.2 the application of the provisions of this clause 8.10 shall not limit or reduce the remedies and recourse available to the School in terms of the common law, statute or this Contract.
- 8.11 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parent/s at least two calendar months' notice of any increase in the fees due for a particular Term. The Parent/s have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parent/s no longer wish to pay, provided that the Parent/s give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 12.2 will apply, and the Parent/s will be required to provide a full Term's (3 months') notice or pay a Term's fees in lieu of notice.

9. SECTION 18A INCOME TAX EXEMPTION FOR THE DONATION OF THE DEPOSIT

- 9.1 If, at the end of the term this Contract, the Parent/s elect to donate the Deposit to the School, the School, only in so far as it is registered as a Public Benefit Organisation as contemplated in the Income Tax Act, shall issue a receipt to the Parent/s for such donation, which qualifies as a tax-deductible donation for purposes of section 18A of the Income Tax Act.

10. PROTECTION OF PERSONAL INFORMATION

- 10.1 The Parent/s acknowledge that in order for the School to fulfil its obligations under this Contract, to deliver education to the Learner, it has to process certain personal information of the Parent/s or Learner, and that the School accordingly



is required to obtain the Parent/s' consent in terms of the POPI Act, which the Parent/s give by completing **Annexure C** to this Contract.

- 10.2 The Parent/s accept that, if they refuse or withdraw their consent to the necessary personal information being processed, the School will be unable to enter into this Contract and/or to fulfil its obligations under this Contract, and a withdrawal of consent will cause any Contract between them and the School to terminate automatically and with immediate effect. The Parent/s accept that, if they object in part to the processing of the personal information, the School reserves the right to determine that it is unable to continue the contractual relationship and may terminate the Contract.

11. LEARNER INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Learner may, during their time at the School, create, invent or develop Learner Intellectual Property. Any rights to the Learner Intellectual Property are not transferred to the School and shall remain the property of the Learner. To the extent that any Learner Intellectual Property is included in the circumstances contemplated in this Contract, the Parent/s, on behalf of the Learner, hereby grant the School a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Learner Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

12. TERMINATION AND NOTICE REQUIREMENTS

- 12.1 For the avoidance of doubt, this Contract will automatically terminate when the Learner completes the School's curriculum and any exit examination the School offers at the end of the Learner's schooling. Until then, and unless otherwise terminated on the terms of this Contract, this Contract has an indefinite term.
- 12.2 The Parent/s have the right to cancel this Contract at any time, for any reason, provided that they give the School a full Term's (3 months') notice, in writing, of this intention before the withdrawal of the Learner from the School. Alternatively, a full Term's Fees (including Additional Fees pro-rated for the Term) is payable to the School in lieu of notice, and as a reasonable cancellation fee, taking the nature of the educational services, capacity planning and reasonable potential to fill the Learner vacancy into account. Should the Parent/s have elected to pay annual School Fees in advance, or should any Additional Fees have been paid in advance, those Fees will be credited in proportion to the Terms remaining, less any amount payable in lieu of the appropriate notice.
- 12.3 Should the Parent/s intend to withdraw the Learner from the School at the end of the fourth Term of a calendar year, they are required to cancel the Contract by no later than 15 September of the relevant calendar year and are obliged to pay a full Term's Fees (including Additional Fees pro-rated for the Term) for October, November and December of that calendar year, because the annual school fees are apportioned over 12 months to the end of December in every calendar year. Should the Parent/s have elected to pay annual School Fees in advance, or should any Additional Fees have been paid in advance, those Fees will be credited in proportion to the Terms remaining, less any amount payable in lieu of the appropriate notice.
- 12.4 Subject always to applicable law, including without limitation provincial legislation applicable to the School, the School also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parent/s a full Term's (3 months') notice, in writing, of its decision to terminate this Contract. At the end of the Term in question, the Parent/s will be required to withdraw the Learner from the School, and the School will refund to the Parent/s or the Third Party Payer, as the case may be, the amount of any fees pre-paid for a period after the end of the Term less anything owing to the School by the Parent/s or the Third Party Payer.
- 12.5 Subject always to applicable law, including without limitation provincial legislation applicable to the School, the School may cancel this Contract immediately after following due process if the Parent/s or the Learner are in Material Breach of any of the Parent/s' or Learner's obligations, respectively, and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the School requiring the Parent/s or Learner, as appropriate, to remedy the breach. The School may, in addition, claim payment of all moneys then owing and damages equal to one Term's Fees (as calculated at the time of cancellation) taking the nature of the



services, capacity planning and reasonable potential to fill the vacancy into account, but crediting the amount of any pre-paid fees and refunding to the Parent/s any excess above such damages.

13. ALTERNATIVE DISPUTE RESOLUTION

- 13.1 Any dispute concerning or arising out of this Contract shall be resolved in terms of this clause 13.
- 13.2 In the event of any dispute arising out of or relating to this Contract, and subject to the rules applicable under the chosen alternative dispute resolution mechanism, any Party may give written notice (the "Dispute Notice"), indicating that party's designated representative, if applicable, to the other Party or Parties to initiate the procedure set out below.
- 13.3 The Parent/s may, at their election, (i) approach the Consumer Goods and Services Ombud, the Consumer Tribunal or any consumer court with jurisdiction, (ii) file a complaint with the Consumer Commission, or (iii) refer any dispute to a person or entity providing conciliation, mediation or arbitration services.
- 13.4 In the event of mediation, the Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by an accredited dispute settlement practitioner.
- 13.5 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the Dispute Notice or such longer period of time as may be agreed to in writing, then either party may elect to proceed to have the dispute determined by arbitration.
- 13.6 In the event of arbitration, the Parties may agree in writing on the arbitrator and the arbitration procedure and, failing such agreement within 5 (five) Business Days, the expiry of the period referred to in clause 13.3, or such longer period of time as may be agreed to in writing, then the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the chairperson for the time being of the Association of Arbitrators (Southern Africa).
- 13.7 Unless agreed otherwise by the Parties in writing in respect of mediation and any subsequent arbitration (as applicable) in terms of this clause 13: (i) the proceedings shall be administered by the Parties; (ii) the proceedings shall be held in Johannesburg; (iii) the proceedings shall be conducted in English; and (iv) the number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).
- 13.8 The arbitrator appointed for purposes of this clause 13 shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute and the decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall deliver an award together with written reasons within 30 (thirty) Business Days from the date upon which the arbitration ends. A referral to arbitration between the Parties shall interrupt prescription of the claim to which it relates.
- 13.9 The governing substantive law of the Contract shall be the law of South Africa. The governing procedural law of the mediation and any subsequent arbitration shall be the law of South Africa.
- 13.10 Nothing in this clause 13 shall preclude any Party from referring a matter to any ombud with jurisdiction or applying to a duly constituted court of competent jurisdiction for relief or urgent interim relief including (but not limited to): (i) to compel mediation or arbitration; (ii) to obtain interim measures of protection prior to or pending mediation or arbitration; (iii) to seek such injunctive relief as may be necessary and appropriate; (iv) to enforce any decision of an arbitrator under clause 13.8, including the final award; (v) for judgment in relation to a liquidation claim; (vi) for the collection of any outstanding monies which may be due and owing to the School in terms of, or relating to, this Contract; (vii) to enforce any term or condition of this Contract; or (viii) to enforce any security granted in terms of, or relating to, this Contract.

Initials DSJ: _____

Initials Parent/Guardian 1: _____

Initials Parent/Guardian 2: _____



13.11 Clause 13 is separate and divisible from the rest of this Contract and will remain in effect even if this Contract is terminated, nullified, or cancelled for any reason.

14. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENT/S AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL

14.1 The Parent/s undertake that they shall not, and will procure that the Learner shall not:

14.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:

14.1.1.1 could have an adverse impact on the School's reputation or public image, or involve it in a public controversy; or

14.1.1.2 are in breach of the School Rules and Policies, ethics, mission and values;

14.1.2 disclose the personal details of the School's Employees, other parent/s and/or learners;

14.1.3 disclose any confidential information relating to the School, including any details surrounding disputes as contemplated in clause 13;

14.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the School or any of its Employees, other parent/s or learners on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith and in accordance with clause 13.

14.2 Failure to adhere to this clause 13.11 shall constitute a material breach of the Contract.

15. CONSENT TO USE OF THE LEARNER IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS

15.1 The School may, from time to time, be required to make use of still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without the name of the Learner, or depicting the Learner, and Learner Intellectual Property.

15.2 The Parent/s are required to complete **Annexure C** to give or deny the School consent to make use of the media contemplated in clause 15.1.

16. GENERAL

16.1 The Parent/s confirm that all the particulars that the Parent/s have furnished or may furnish from time to time to the School, on this Contract or otherwise, are or will be, to the best of their knowledge and belief, full, true and accurate.

16.2 The Parent/s undertake to advise the School in writing of any changes to the details included in this Contract.

17. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parent/s agree that the School, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parent/s as a liquidated debt or debts to the School in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding the provisions of clause 13.

18. VARIATIONS

The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give the Parent/s at least a Term's notice of any such modifications.

Initials DSJ: _____

Initials Parent/Guardian 1: _____

Initials Parent/Guardian 2: _____



19. PARTIAL INVALIDITY

- 19.1 Each term and condition contained in this Contract is separate from the other terms and conditions in the sense that if any one is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the Contract will otherwise remain valid.
- 19.2 It is a condition of attendance at the School that the Parent/s sign this Contract and enter required information in the spaces provided. The School Board may at its discretion consider this declaration and this Contract to be null and void if this document and its annexures are not fully completed or are altered in any way.

20. DOMICILIUM, GIVING OF NOTICE AND SERVICE OF PROCESS

- 20.1 The Parent/s choose the following residential address/es as their chosen legal address/es for the service of legal processes, and the postal and email address/es for the giving of any notice under this Contract and all other communications by the School to the Parent/s:

Parent 1:

Name:	
Residential Address (domicilium citandi et executandi):	
Street	
Suburb / City	Postal Code
Postal Address:	
P.O. Box / Private Bag	
Suburb / City	Postal Code
Email Address:	

Parent 2 (if applicable):

Name:	
Residential Address (domicilium citandi et executandi):	
Street	
Suburb / City	Postal Code
Postal Address:	
P.O. Box / Private Bag	
Suburb / City	Postal Code
Email Address:	

- 20.2 The School's *domicilium citandi et executandi* for service of legal process shall be 11 Sans Souci Road, Parktown, Johannesburg.



- 20.3 For purposes of giving notice under this Contract and for all other communication in terms of this Contract the School's electronic mail address shall be: dsj@dsjmail.co.za provided that such notice shall be effective only if receipt thereof is confirmed within 24 hours of transmission.
- 20.4 Any notice required to be given under this agreement shall be valid and effective only if given in writing, provided that correspondence by electronic mail shall be regarded for this purpose as being in writing.
- 20.5 Parent/s shall be entitled to change their domicilium or address for notice on 7 (seven) days' written notice to the School.
- 20.6 Any written notice given by electronic mail shall be deemed to have been received on the day of delivery, if delivered by electronic mail during business hours. Notice given to a postal address shall be sent by registered mail and shall be deemed to have been received on the day of delivery.

Declaration: I/We, the undersigned Parent/s / Guardian/s, do hereby declare that I/we have read and understood this Admissions Contract, including the School Rules and Policies, and understand and accept the legal consequences.

SIGNED at _____ on _____ 20____

Signature PARENT / GUARDIAN 1

SIGNED at _____ on _____ 20____

Signature PARENT / GUARDIAN 2 (if applicable)

SIGNED by the School at _____ on _____ 20____

Name and Signature (duly authorised)



ANNEXURE A

DETAILS OF THIRD PARTY PAYER (PAYER OTHER THAN PARENTS)

I, as personal Third Party Payer or as authorised representative of a corporate Third Party Payer whose details are provided on this Form, hereby agree, by completion and signature of this Annexure A, to abide by all terms in clauses 7, 8, 9, 12 and 13 of this Contract.

	Third Party Payer Information
Title and Surname	
First Name	
Home Address (physical address in South Africa)	
Postal Address	
Email Address	
Cellular Phone Number	
Other contact Numbers	
a) Name of Account Holder	
b) Name of Bank	
c) Name of Branch	
d) Branch Number	
e) Account Number	
Signature of Third Party Payer	
Date	



ANNEXURE B DEBIT ORDER INSTRUCTIONS

FROM: Name TO: Deutsche Internationale Schule Johannesburg Address

Name of first child : class:

Name of second child : class:

Name of third child : class:

Account No. with the Deutsche Internationale Schule Johannesburg

I/We hereby request, instruct and authorize Deutsche Internationale Schule Johannesburg (DSJ) to draw against my/our account with the below mentioned Bank the amount necessary for payment of amounts invoiced by DSJ not later than the last working day of a month in advance as indicated below.

This authority will become effective at the date stated below and be valid until terminated in writing, giving thirty days' notice.

I/We understand that details of each withdrawal will be printed on my/our Bank statement and will be supported by invoices/statements issued by Deutsche Internationale Schule Johannesburg.

The debit order run of the DSJ will be initiated on the last working day of each month, in advance. I/We understand that any bank charges in connection with this debit order instructions are for my/our account.

I/We guarantee that my/our Bank account will carry sufficient funds to honour amounts relating to this debit order instruction.

I/We confirm being authorized to operate the below mentioned Bank account:

Name of account holder:

Bank : Branch Name:

Branch Code :

Account Number :

Type of Account : Current/Cheque Savings Transmission

Payment intervals : Monthly

Date of first Debit Order: Month: Year:

Amount of Debit Order : Only Monthly School Fees as per Invoice

Signed at : (place) on (date)

Signature (as used for signing cheques)

Please advise the DSJ immediately of any changes!



ANNEXURE C
PARENTAL CONSENT IN TERMS OF THE
PROTECTION OF PERSONAL INFORMATION ACT

1. I/We, (*Name of Parent 1*) _____
and (*Name of Parent 2, if applicable*) _____
the Parent/s of (*Name of Child*) _____

whose details are set out on pages 1 and 13 of this Contract, unless I/we at any time instruct the School expressly and in writing to the contrary, hereby voluntarily

1.1 give consent, with respect to my/our personal information, for the School to:

1.1.1 collect, store and process my/our credit information;

1.1.2 collect, store and process names, contact details and my/our information relating to myself/ourselves, and to such information being made available to School Employees or responsible persons, engaged or authorised by the School for School-related purposes, to the extent required for entering into this Contract and fulfilling the School's obligations under this Contract and managing relationships between the School and parents/guardians;

1.1.3 the School may not otherwise distribute or publish any of my/our personal information in its possession, unless I/we give our consent, in writing, to the School that it may do so. In these circumstances, the School may only otherwise distribute or publish the information specified in my/our consent and only to the people and for the purpose stated.

1.2 and give consent, with respect to my/our Child's personal information, for the School to

1.2.1 collect, store and process names, contact details and necessary information relating to my/our Child, and to such necessary information being made available to other parents/guardians, Employees or responsible persons engaged or authorised by the School for School-related purposes, to the extent required for entering into this Contract and fulfilling the School's obligations under this Contract and managing relationships between the School and current learners, as well as providing references and communicating with the body of former learners;

1.2.2 supply necessary personal information and a reference in respect of my/our Child to any educational institution which I/we propose my/our Child may attend, whether inside or outside the borders of South Africa. In this regard, the School will take care to ensure that all information that is supplied relating to my/our Child is accurate and any opinion given on his/her ability, aptitude and character is fair. I/We accept that the School cannot be liable for any loss the I/we or my/our Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained in any reference or report given by the School, including informing any other school or educational institution to which I/we propose to send my/our Child of any outstanding fees; and

1.2.3 transfer the necessary personal information, as required by German education authorities in connection with my/our Child obtaining German qualifications. Such information is subject to the General Data Protection Regulation in Europe.

1.3 I/We hereby

do / do not (<i>circle the applicable choice</i>)

 give consent, with respect to my/our Child's personal information, for the School to:

1.3.1 include any official school photograph, still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media, or depicting my/our Child taking part in School-related activities,



ANNEXURE C (continued)

including lessons, cultural activities or sports, whether on the School premises or not, and identifying my/our Child by face and/or name, for the following uses:

- 1.3.1.1 in School publications (whether local or international), on the School website, the internal information portal and app, or in press releases to celebrate the School’s or the Learner’s activities, achievements or successes;
- 1.3.1.2 in sales and marketing materials of the School such as leaflets, flyers, brochures or any other printed media designed for this purpose and disseminated locally or internationally; or
- 1.3.1.3 in materials for educational or publicity purposes both locally and internationally, or promotion of the School on the School’s official social media platforms, including, but not limited to Facebook, Instagram, YouTube, LinkedIn or any other such social media platform designated for official use by the School.
- 1.3.2 The School shall (and will procure that any third party professional engaged for the abovementioned purposes shall) under no circumstances sell any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media, whether with or without name, to any third party.
- 2. I/We acknowledge that, in respect of my/our, or my/our Child’s, personal information, I/we have the right at any time to request the School to correct or delete personal information, to access or object to processing of personal information, or to withdraw my/our consent for processing of personal information. **Should I/we believe that the School has utilised my/our, or my/our Child’s, personal information contrary to my/our consent or the law, I/we undertake to first attempt to resolve any concerns with the School, by referring my/our complaint to dsj@dsjmail.co.za** . Should I/we not be satisfied with the outcome, I/we may submit my/our complaint to the Information Regulator [Contact details: 27 Stiemens Street, Braamfontein, Johannesburg 2001, Telephone 010 023 5200, Email POPIAComplaints@inforegulator.org.za]
- 3. **I/We accept that, if I/we refuse or withdraw my/our consent to my/our or my/our Child’s necessary personal information being processed, the School will be unable to enter into this Contract and/or to fulfil its obligations under this Contract, and a withdrawal of consent will cause any Contract between me/us and the School to terminate automatically and with immediate effect. I/We accept that, if I/we object in part to the processing of personal information, the School reserves the right to consider that it is unable to continue the contractual relationship and may terminate the Contract.**
- 4. Upon termination of this Contract for any reason, all personal information will be disposed of as prescribed by law and only such information as required by law will be retained.
- 5. The consent given above shall be valid, unless withdrawn, only until my/our Child completes his/her schooling at the School or reaches the age of majority, whichever happens first.

Name (Parent/Guardian 1)

Signature

Date

Name (Parent/Guardian 2 – if applicable)

Signature

Date



ANNEXURE D

Elternfragebogen – Anmeldung

Parent Questionnaire – Application

Name des Kindes / Name of Child: _____ Datum / Date: _____

Sollten Sie folgende Angaben nicht bereits auf dem Antragsformular der Schule gemacht haben, füllen Sie bitte diesen Fragebogen aus. Sie können Bemerkungen dazu schreiben oder psychologische Berichte beifügen, wenn es Ihnen erforderlich erscheint.

If you have not previously provided this information on the School's application form, please complete this questionnaire and add comments and psychological reports if necessary.

1. Hat Ihr Kind eine Klasse wiederholt? / Has your Child repeated a grade?

- Nein / No Wenn Ja, bitte angeben welche Klasse wiederholt wurde, und warum /
If yes, which grade and why:

2. Hat Ihr Kind eine Förderschule besucht oder wird es in einer besonderen Art beschult? /

Has your Child attended a remedial or special needs school?

- Nein / No Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

3. Sind bei Ihrem Kind schon einmal Lernschwierigkeiten oder andere Probleme in der Schule aufgetreten? / Has your Child experienced learning difficulties or other problems at school?

- Nein / No Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

Bestehen die Probleme weiterhin? / *Do the problems still exist?* Nein / No Ja / Yes



ANNEXURE D (continued)

4. Hat Ihr Kind eine Krankheit, Allergie oder psychologische, körperliche, geistige oder Sinnesbeeinträchtigung? /

Does your Child have an illness, allergy, or a psychological, physical, cognitive or sensory impairment?

Nein / No

Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

5. Befindet sich Ihr Kind zurzeit wegen einer Krankheit, Allergie oder psychologischer, körperlicher, geistiger Sinnesbeeinträchtigung in Behandlung, Therapie oder einer anderen Versorgung? /

Is your Child currently being treated for any disease, allergy, or psychological, physical, cognitive or sensory impairment?

Nein / No

Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

6. Benötigt Ihr Kind Medikamente oder andere medizinische oder pflegerische Versorgung oder Unterstützung? / Is your Child currently taking medication or receiving medical treatment or nursing care?

Nein/ No

Wenn Ja, bitte spezifizieren / *If yes, please provide details:*

7. Was gibt es sonst noch, das wir wissen sollten? / What else is relevant for us to know?

8. Welche Stärken und Talente hat Ihr Kind? / What strengths and talents does your Child have?

Falls eine der Fragen 2-6 mit „Ja“ beantwortet wurde, wird das Förderzentrum Phönix durch unsere Koordinator:innen informiert. / *If one of the questions 2-6 was answered with "Yes", the Förderzentrum Phönix will be informed by our phase coordinators*

Initials DSJ: _____

Initials Parent/Guardian 1: _____

Initials Parent/Guardian 2: _____

ANNEXURE D (continued)

9. Bitte geben Sie die Kontaktdaten bisher und aktueller behandelnder Ärzte, Psychologen, Therapeuten, etc. an. / Please provide the contact details of current or previous doctors, psychologists or therapists.

Name / Name	Behandlungsgrund / Reason for treatment	Telefon & E-Mail / Phone & E-Mail

10. Welche Schulen hat Ihr Kind seit der ersten Klasse besucht? / Which schools has your Child attended since grade 1?

Name der Schule / Name of school	Von / from	Bis / until	Gründe, warum Schule verlassen wurde / Reasons for leaving

Wir haben das Beste für Ihr Kind im Sinn. Eine ausführliche Informationserhebung ist notwendig, um die Bedingungen zu klären, unter denen Ihr Kind an unserer Schule angenommen werden könnte. Bitte bestätigen Sie mit Ihrer Unterschrift, dass Sie uns alle relevanten Informationen gegeben haben. Sollte sich zu einem späteren Zeitpunkt herausstellen, dass wir relevante bzw. wahrheitsgemäße Informationen nicht erhalten haben, behalten wir uns vor, den Beschulungsvertrag aufzuheben. /

We have your Child's best interests in mind. This requires a detailed collection of information in order to clarify the precise conditions under which your Child could be accepted at our School. Please confirm with your signature that you have given us all relevant information. We reserve the right to cancel any Admissions Contract concluded between you and the School if we have not received relevant or truthful information.

Name (Erziehungsberechtigter 1) / Name (Parent/Guardian 1) Beziehung zum Kind / Relationship to Child Unterschrift / Signature

Name (Erziehungsberechtigter 2) / Name (Parent/Guardian 2) Beziehung zum Kind / Relationship to Child Unterschrift / Signature
(falls zutreffend / if applicable)



ANNEXURE E RULES FOR THE DSJ SCHOOL BUSES AND OTHER BUSES

1. General Information

- 1.1. As part of its service to parents and learners, the Deutsche Internationale Schule Johannesburg (DSJ) offers a **daily school bus service ("School Buses")** to and from DSJ, despite the fact that the journey to and from school is the parents' responsibility. **It is, therefore, the parents' duty to ensure that their children adhere to these Bus Rules, which regulate the conduct expected of learners on the School Buses.** The basic principle is, that learners must be considerate and respect one another. Respectful and safety-conscious behaviour is necessary for everyone to enjoy a safe, orderly and pleasant transport system to and from school.
- 1.2. The School contracts an outside bus company to provide the School Buses. Each bus driver's primary duty is to pay attention to the traffic and drive his/her bus in a safe manner. **The bus drivers therefore cannot be expected to check that children get off at the correct bus stop. It is the responsibility of the parents to make sure their child knows how to do this, especially in the case of very young children or children who do not routinely travel on the School Buses.**
- 1.3. **No learner under the age of 5 years may ordinarily travel on the School Buses.** Learners younger than 5 years of age may use the School Buses **only with express special permission granted by School Management** after consideration of a fully motivated special application by their parents, sent to dsj@dsjmail.co.za
- 1.4. **It is expected that, before learners may use the School Buses by themselves, the parents will accompany their child, if younger than 10 years of age, for at least one morning and one afternoon bus trip to make sure that the child knows their bus route and exactly at which bus stop to get off the bus.** While the School does provide teachers to take Kindergarten learners to find the bus they are supposed to take at the end of the school day, **the School ultimately cannot take responsibility for ensuring that learners use the correct bus route and get off at the correct bus stop.**
- 1.5. For parents who are interested, an A5 yellow sign for their child to carry on their person when using the School Buses can be collected from reception. Parents should write the learner's name, grade, bus route, bus stop and the parents' contact numbers on the sign. This makes it easier for the learner to get help from fellow learners or the Bus Prefects whilst getting acquainted with the bus route.
- 1.6. For easy identification, each School Bus is marked with the letter of its route. The bus routes and schedules, as updated from time to time, are available on the Engage Parent Portal and on the DSJ website www.dsj.co.za
- 1.7. Parents are encouraged to make use of the WhatsApp group for the relevant bus route, as well as any tracking application currently in use. Information on the relevant WhatsApp group and any available tracking application can be obtained from the School's reception.
- 1.8. Parents are reminded that the bus WhatsApp groups were created purely for the purpose of communicating departure/arrival times and breakdowns. Parents may use this platform internally to communicate the location of the School Buses. However, **under no circumstances are they to be used as a platform to address the bus company directly, for example regarding special events or changes in the bus schedules, or to give instructions of any kind to the bus drivers.**
- 1.9. **In the event of a breakdown of a School Bus, learners must stay with the bus until a replacement bus arrives. Learners are not permitted to leave the bus, unless the bus driver instructs them to do so.** School Management will ensure that learners who are due to write a test or exam will be accommodated and not penalised for being late because of a bus breakdown.
- 1.10. The Bus Rules for the School Buses are equally applicable when learners are being transported by bus for purposes of events outside of the School (e.g. outings, sports events, class trips), irrespective of whether the buses being used belong to the School itself or are provided by an external bus company. All School Rules regarding behaviour of learners and all

ANNEXURE E (continued)

School Codes of Conduct which are in force on School premises apply on any DSJ-owned or hired bus, and learners are expected to comply with those. **Buses from outside bus companies are fitted with cameras which record video footage of the bus trips, which will be used to identify learners who behave disrespectfully or unsafely, or who cause damage to the buses.**

- 1.11. **The School Buses are for the exclusive use of DSJ learners (and their parents when teaching them how to use the bus) and DSJ employees.** Should the Principal issue a temporary or fixed term waiver to this rule to any individual, then all other rules stated in this document will apply to such individual. The bus drivers may not allow any unauthorised person onto the buses.
- 1.12. Individual requests, for example to change a bus route and/or add a bus stop, must be submitted via written application to dsj@dsjmail.co.za. Such requests will only be approved in exceptional circumstances and parents should not expect requests to be accommodated as a matter of course. In coming to a decision on whether the change will be approved or not, School Administration will take into account all relevant considerations, including the safety of learners. The DSJ has always endeavoured to cover as much of the Johannesburg metropole as possible with the bus routes on offer, but at the same time has to consider the costs involved and the usage of the routes.
- 1.13. Any parent complaints, concerns or feedback regarding the School Buses should be addressed in writing to dsj@dsjmail.co.za

2. Rules for Passengers on the School Buses

- 2.1 **All School Rules regarding behaviour of learners and all Codes of Conduct of the DSJ are in force on the School Buses.** In essence, this means that all learners on the buses shall behave in such a way that neither they nor any other learner experiences any harm.
- 2.2 Specifically:
 - 2.2.1 All learners of the DSJ must **at all times obey the instructions of the bus driver and the Bus Prefects** with regard to safety and respectful behaviour while on the buses.
 - 2.2.2 **Under no circumstances may learners leave a bus that has broken down, unless the bus driver instructs them to do so.** Learners must stay with the bus until a replacement bus arrives.
 - 2.2.3 During the trip, learners must not disturb or distract the bus driver from safely driving the bus.
 - 2.2.4 At the end of the school day, a bus may only be boarded shortly before departure, once the bus driver has allowed it. Romping around and pushing are forbidden.
 - 2.2.5 **Every learner must sit down on a seat** while travelling on the bus. Only if there are not enough seats available may some learners stand during travelling - smaller children must be given a seat and bigger children must stand because they can more easily hold on to the straps.
 - 2.2.6 Where a bus is equipped with seat belts, **all learners must be strapped in by a seat belt**, regardless of their age, as this is the law in South Africa. Learners must report broken seat belts to the Bus Prefects who will in turn report this to the bus liaison person in School Administration.
 - 2.2.7 School satchels or bags must be placed under the seats or above the seats in the overhead storage shelves. This is so that the passageway is kept clear, so that passengers can safely embark/disembark the bus without tripping over items.

ANNEXURE E (continued)

- 2.2.8 Messing on the seats is forbidden. No eating on the School Buses, no feet on the seats.
- 2.2.9 Nothing may be dangled or thrown out of the bus windows.
- 2.2.10 Disturbing or annoying other persons in the traffic is forbidden.
- 2.2.11 **Causing damage to the School Buses is forbidden. Parents are liable to make good and pay for the repair of any damage which their children may cause to any bus**

3. Duties of the Bus Prefects

- 3.1 School Management selects and appoints Bus Prefects from among the learners to assist the other learners in following the Bus Rules for safe and respectful behaviour. They receive a badge to indicate to learners, parents, and bus drivers that they are Bus Prefects.
- 3.2 The Bus Prefects take on the duty of monitoring order and safety on the School Buses, based on all School Rules regarding behaviour of learners and all Codes of Conduct of the DSJ. Through their own behaviour they serve as an example to others. This means that they are required to live up to the School Rules in an exemplary manner, both inside and outside the School - rules regulating the school uniform are a case in point, because the Bus Prefects represent the DSJ both inside the School and in public.
- 3.3 The detailed duties of the Bus Prefects are:
 - 3.3.1 To assist in regulating, in a friendly but firm manner, good conduct on the buses and ensuring compliance with the Bus Rules and the School Rules.
 - 3.3.2 To help arrange, according to these Bus Rules, that every learner has a secure seat and a functioning seat belt, and to report broken seat belts to School Administration.
 - 3.3.3 To settle squabbles amongst learners, failing which, to inform the Deputy Principal.
 - 3.3.4 To inform the Deputy Principal immediately of any complaints.
- 3.4 **The Bus Prefects act on the instructions of School Management in their efforts to help ensure safety and orderliness on the School Buses. Their instructions must be obeyed by all those who make use of the daily school bus service.**
- 3.5 **The Bus Prefects have been instructed to report all incidents of infringement of School Rules or these Bus Rules to the Deputy Principal** and not to enter into any arguments with parents or fellow learners.
- 3.6 The respective Bus Prefects will report all cases to be considered for an infringement of these Bus Rules on a particular bus. The Principal may suspend learners who repeatedly cause disturbances on the School Buses and/or who refuse to obey reasonable instructions given by the Bus Prefects from using the School Buses for a limited period of time.
- 3.7 Complaints by learners about Bus Prefects must be submitted in writing, signed by the complainant, to the Deputy Principal, stating clearly what the matter is about. School Management will investigate the complaint and take further steps, if necessary.

These Bus Rules are in effect from 6 May 2024.