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## **DECLARATION AND CONDITIONS OF ENROLMENT**

I the undersigned, being the applicant (**FATHER / MOTHER / GUARDIAN / OTHER**) of:

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Do hereby agree that my son/daughter/ward will be accepted as a pupil at **Hermitage House**, subject to the following conditions:

- 1)
  - a) The Applicant will be liable for payment of the full amount of fees and disbursements to be charged by the school in respect of the whole period during which the pupil is registered as a scholar of the school.
  - b) The Applicant agrees and undertakes to pay such fees and disbursements in advance, on or before the first day of each term.
  - c) If special circumstances exist, the School shall be entitled to accept payment on such other terms as in its sole discretion may impose and this shall not constitute a waiver of any rights it may have.
  - d) A certificate given under the hand of the Bursar of the School shall be prima facie and sufficient proof of any amount due by the Applicant to the School.
- 2) In the event that a Bursary is awarded to the pupil, the Applicant acknowledges that if he/she fails to pay fees and disbursements on due date, such Bursary may at the discretion of the School be forfeited by the Applicant.
- 3) The Applicant agrees and undertakes to pay interest at such rate (which shall not exceed the maximum interest rate prescribed by law) as may from time to time be imposed by the Council of the School on any fees and disbursements not paid by due date.
- 4) The Applicant and the Pupil will be bound by all and any rules, regulations, policies and procedures of the School as laid down by the School Council, its Executive Committee and/or its Principal from time to time.
- 5) The Applicant (Father / Mother / Guardian / Custodian / Other) indemnifies and agrees to hold harmless the School Trust and Trustees, the School Council and Councilors, its Principal and Staff, or their authorised agents or representatives, against any and all claims, howsoever arising, including negligence, but not gross negligence, arising out of any injury, death, theft, loss, damage, costs or expense, including legal costs suffered as a result of or during enrolment of the Pupil at Hermitage House.
- 6) The Applicant, in his/her capacity as parent and/or legal guardian of the Pupil consents to the exercise of the necessary parental powers by the Principal or the Deputy-Principal over the Pupil whilst the Pupil is on the school premises and/or engaged in any activity in connection with or incidental to the Pupil's education at the School, whether academic, sporting, recreational or otherwise and they shall be deemed to be in Loco Parentis, having inter alia and without deterring from generality of the a foregoing, the following rights:
  - a) in case of emergency, to give any consent that may be required for medical treatment, operation, anaesthetic or blood transfusions;
  - b) to take any decision or furnish any consent or perform any act that they may consider to be in the best interest of the Pupil in the prevailing circumstances.

7)

- a) In the event that the Applicant removes the Pupil from the School, and wishes to terminate this contract for any reason, the Applicant agrees to give the School one full term's written notice of the Applicant's intention to do so;
- b) The Applicant acknowledges that should he/she fail to give such notice, the School shall be entitled to charge the Applicant a full term's fees, at the rate applicable for the next term in which the pupil would have been enrolled, shall be paid in lieu thereof. Likewise, if the school elects for any reason to terminate this contract, then it may do so, on giving the parent a clear term's written notice of its decision to terminate the contract at the end of the term in question, at which time the parent must withdraw the pupil.

8) The Applicant consents to the jurisdiction of the Magistrate's Court in Addo/Kirkwood and/or Supreme Court of South Africa (Eastern Cape Division), the forum at the sole discretion of the School and its aforesaid organs, to determine any dispute arising from the enrolment of the Pupil and between the Applicant and the School. In the event that the School is obliged to institute legal proceedings in either the Magistrates Court and/or Supreme Court of South Africa, for outstanding tuition and related expenses due by the Applicant, then and in the event, the Applicant shall be liable to the School for all expenses incurred in collecting any amount owing by the Applicant, which expenses shall include all legal fees charged on the scale as between attorney and own client, all collection charges and tracing fees.

9) The Applicant undertakes to furnish the School at the School's request with a Certificate of Health and the enrolment or otherwise of the Pupil at the School will be subject to the School's acceptance that the Pupil is in a sound state of health. This acceptance shall be in the sole discretion of the School. The School may accept applicants for future enrolment in respect of any living individual eligible to attend the school. Any such applicants are accepted on the understanding that neither the applicants nor the school are obliged to enroll the prospective pupil, it being understood, however, that wherever possible and without liability in the event of a failure to do so, the school will give preference, between equal candidates, to the earlier applicant.

10) Without limiting or detracting from the School's right to enforce payment of any and all monies due to the School by the Applicant, the School may, in its sole discretion, where fees/charges are outstanding:  
a) withhold the Pupil's school report;  
b) refuse permission for the Pupil to enter or return to the School or engage in any of the School activities.11.

11) For all purposes hereof the Applicant chooses as domicillium citandi et executandi the address set out above and the School at Hermitage House, Sunlands, South Africa. All notices required to be given by the Applicant in terms hereof shall be delivered to the School on due date, or should be sent by mail to P O Box 282, Addo, 6105.

12) The laws of the Republic of South Africa shall apply to all or any disputes arising from this agreement.

13) Any relaxation or deviation from the terms of this agreement shall not be deemed to be a waiver of the School's rights to enforce strict compliance of its rights.

14) The agreement shall be deemed to be concluded upon acceptance of the enrolment of the Pupil by the School.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
**NAME (in block letters)**

\_\_\_\_\_  
**SIGNATURE OF APPLICANT**  
(Father / mother / guardian / custodian / other) (**Please underline**)

\_\_\_\_\_  
**SIGNATURE OF WITNESS**