

## LEARNER ADMISSION CONTRACT

Any of the clauses within the Learner Admission Contract that appear in bold text may limit the liability of the Centre and/or require the Parents to indemnify the Centre and/or place obligations on the Parents. These clauses should be carefully read and noted. The rights and obligations that Parents and the Centre have under this Learner Admission Contract are in addition to and in no way affect the statutory rights and remedies they have in terms of the Consumer Protection Act or any other legislation. Nothing in the Learner Admission Contract is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created in favour of the Parents, the Learners or the Centre.

## LEARNER ADMISSION CONTRACT

### 1. INTERPRETATION

Where the first letter in the word(s) is in capital letter(s) the Parents must refer to clause 1 (one) of the Learner Admission Contract where they will find the meanings of the terms. Unless the context requires otherwise:

1.1 "Account Holder" means each of the person/s referred to in the Admission Application Form as the Account Holder, and shall include Parents, who accordingly accept joint and several liability to the Centre for payment of the Centre Fees, Additional Fees, Enrolment or Registration Fees and Annual Re-registration Fees (where applicable).

1.2 "Additional Fees" means any form of contribution of a monetary nature paid/owing by the Account Holder that is not included in the definition of Centre Fees, Enrolment or Registration Fees or Annual Re-registration Fees. Additional Fees shall include, but not be limited to, excursion fees, educational levies, Centre uniform and cost of stationery purchased from the Centre and the like. Additional Fees may be communicated in the Annual Fee Letter or by Additional Fee Notice to the Parents and Account Holders at any time during the schooling year.

1.3 "Additional Fee Notice" means a letter provided to Parents and Account Holders by the Centre, from time to time, setting out Additional Fees not recorded in the Annual Fee Letter.

1.4 "Admission Application Form" means the standard Admission Application Form, titled Application for Admission Form, in relation to the Centre, provided to and completed and signed by the Parents in applying for the Learner's admission and to which the Learner Admission Contract is attached, or should a Learner already be enrolled at the Centre and the Parents have completed an admission form previously then the personal particulars of the Parents, Learner and Account Holder, as set out in that admission form, shall solely be included in this Learner Admission Contract with the exclusion of all other clauses set out in the admission form which have been substituted herein;

1.5 "Annual Fee Letter" means a letter provided to Parents and Account Holders, annually, by the Centre, setting out Centre Fees, Enrolment or Registration Fees, Annual Re-registration Fees and Additional Fees.

1.6 "Annual Re-registration Fee" means, where applicable, an annual fee payable by the Account Holder to reapply and re-register at the Centre.

1.7 "Calendar Month" means any one of the twelve months of the year, calculated from the first day to the last day of the specific month.

1.8 "Code of Conduct" means the Edu – Play Early Learning Centre policy that describes the conduct the Centre expects from all its Learners including, but not limited to Learner conduct in the classroom, during all Centre events, on the Centre premises and at any other time where a Learner will, through association, be representing the Centre. The Code of Conduct aims to provide a suitable environment to accommodate learning excellence and to, amongst other aspects, uphold the principles of integrity, honesty, respect, high morals, consideration for others, good manners and punctuality.

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1.9 "Consumer Protection Act" means the Consumer Protection Act, No. 68 of 2008, and all its regulations, and as amended from time to time.

1.10 "Edu - Play " means Edu - Play Early Learning Centre (Pty) Ltd (Registration number 2015/025801/07), a Private Company.

1.11 "Edu - Play Policies" means all external policies published as part of the Edu - Play policy structure, as revised from time to time, includes inter alia the Edu - Play Fees Policy, the Edu - Play Debtor Management Policy, the Centre's Constitution, the Centre's Admissions Policy, the Edu - Play Code of Conduct, the Edu - Play Dress Code Policy, the Edu - Play Aftercare Policy, and the Edu - Play Parent and Guardian Protocol Policy.

1.12 "Education Services" means the services as described in the constitution of the Centre and which forms part of the Edu - Play Policies.

1.13 "Enrolment or Registration Fee" means a fee payable by all new Account Holders enrolling at the Centre and, which in terms of the relevant Edu - Play Policies, is non-refundable.

1.14 "Learner" means any child accepted and admitted as a Learner at the Centre following application for such admission, by the Parents, in terms of an Admission Application Form and the Learner Admission Contract.

1.15 "Learner Admission Contract" means this document read together with the Admission Application Form, the Edu - Play Policies. All policies are available to Parents and Account Holders at the Centre's office.

1.16 "Learner Disciplinary Policy" means the Edu - Play policy that guides the Centre's principles of positive and fair discipline and the consistent application of appropriate, disciplinary measures where necessary.

1.17 "Learner Personal Information Policy" means the Edu - Play policy that promotes the protection of personal information of Learners and ensures that the Learners' right to privacy are protected, subject to justifiable limitations, and are in line with the Protection of Personal Information Act of 2013.

1.18 "Parents" means each of the persons indicated in the Admission Application Form as the parents and/or legal guardians of each learner referred to in such Admission Application Form and who sign this Learner Admission Contract as the "Parents". Throughout this Learner Admission Contract reference is made to "Parents" instead of "Parent" or a guardian, and the reason for this is that in many instances both Parents and/or guardians will sign the Learner Admission Contract, and therefore if the Learner Admission Contract is signed by one Parent or guardian only (if a Learner only has one parent/guardian who has care/contact in respect of the Learner), all references in the Learner Admission Contract to "Parents" should be read as if those references are to that Parent or guardian. Account Holders are included in the definition of "Parents" to the extent that the Account Holder may differ from the "Parent/s" as set out in the Admission Application Form.

1.19 "Parties" means the parties to this Learner Admission Contract, being the Parents, Account Holder and the Centre.

1.20 "Centre" means the Centre operating from the physical address referred to in the Admission Application Form or such different name given to the Centre from time to time.

1.21 "Schools Act" means the South African Schools Act, No. 84 of 1996, and as amended from time to time.

1.22 "Centre Fees" means the amount contained in the Annual Fee Letter or a different amount determined in accordance with the Learner Admission Contract. The Centre Fees shall escalate annually as notified by the

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Centre to the Parents on or before 1 December of the preceding school year. Should a Learner attend Aftercare, the Parents will be required to complete the relevant sections of the Admission Application Form. For the avoidance of doubt the relevant Aftercare fees shall be included in the amount referred to as Centre Fees throughout the Learner Admission Contract.

1.23 "Operational Director" means the Principal or, where applicable, the educational director of the Centre from time to time, he or she being the individual responsible for ensuring the provision of the Education Services on a day-to-day basis, and includes with reference to any particular Education Service any person to whom the Director has delegated his or her functions in respect of such service.

1.24 "Centre Hours" means those times (of which Parents will be made aware from time to time) during which the Centre will make available Education Services on the Centre Premises.

1.25 "Centre Premises or Centre Facilities" means the grounds and property (including buildings, centre fields, furniture, furnishings and equipment) which will be provided to Learners, and in respect of which the access of the general public will be appropriately limited having due regard to the fact that a Centre will be operating on and from the Centre premises.

1.26 "Centre Specific Policies and Centre Rules" means the Centre policies and rules developed for the specific Centre (as amended from time to time), in addition to the Edu - Play Policies, as controlled by the Policy on the Development of Centre Specific Policies, Rules and Procedures and which, amongst other aspects, governs the conduct and the behaviour of Parents and/or Learners in relation to the Centre and in relation to other Learners and Parents.

1.27 "Centre Term" means each term of the schooling year as notified by the Centre to the Parents from time to time, and

1.28 "Centre Transport" means appropriately registered and licensed public transportation services, as further described in the relevant Edu - Play Policies, provided by the Centre itself, or independent contractors appointed by the Centre, for use by Learners as a bus service to and from the Centre (for the avoidance of doubt, the Centre may elect in the sole and absolute discretion whether or not to make the aforementioned transport services available to its Learners).

## **2. GENERAL TERMS OF ENROLMENT**

2.1 Should the Learner's application for admission be successful, the Centre agrees to enrol the Learner upon and subject to the terms and conditions of the Learner Admission Contract. The Centre reserves the right to apply for a full credit check on the Parents, including contacting any previous schools that the prospective learner has attended, in order to assess amongst other aspects, the Parents' financial means in order to assess their ability to satisfy the financial obligations as set out in the Learner Admission Contract. The Parents hereby authorise the Centre and/or any of its associates to conduct any credit inquiries on the Parents as may be necessary from time to time. The Parents hereby give the Centre permission and authorisation to supply consumer credit information to any debt collectors and/or credit bureaux (and in this regard it is recorded and acknowledged by the Parents that the Centre may transmit to any debt collectors and/or credit bureaux data about this Learner Admission Contract as well as information on the non-compliance with the terms and conditions of this Learner Admission Contract by the Parents).

2.2 The South African Schools Act established a national schooling system and recognises two categories of schools: public and independent. Public schools are state controlled and independent schools are privately governed. Edu - Play Early Learning Centre is a private company which offers schooling as an independent school to predominantly South African Learners. It is recorded that Parents have a wide range of schooling options for their children in South Africa, whether in public schools, independent schools or through home schooling. Edu - Play Early Learning Centre carries the full financial risk when erecting Centre buildings and other infrastructure and employing staff members. The costs involved in operating the Centre are primarily funded by Centre Fees. In the competitive South African education services market, Edu - Play Early Learning Centre strives to make available and render a high standard of education as this is expected by both Parents and Learners. The Centre must accordingly financially budget to achieve and maintain superior quality education and if the Parents are unable to meet their financial obligations in terms of the Learner Admission Contract, the quality of education offered at the Centre will suffer.

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2.3 A Learner shall be enrolled for one academic year only. An existing Learner will be regarded as automatically having applied for re-admission, save for where the Centre is formally informed that the existing Learner is leaving the Centre. The Learner's application will then be considered by the Centre who may re-admit the Learner at the sole discretion of the Centre. Re-applications might be unsuccessful in the case of, for example, if the Learner no longer meets the requirements for the group applied for, serious disciplinary issues involving the Learner, or failure on the Learners part to comply with the Centre Specific Policies and Centre Rules or the contractual failure of the Parents or the Account Holders. For the avoidance of doubt, the aforementioned cases are not meant as an exhaustive list and in no way limit the Centre's discretion to refuse any application for re-admission.

2.4 The Parents of each Learner agrees to sign an updated Learner Admission Contract should the Centre require them to do so. Furthermore, even though the Learner Admission Contract has been signed by the Parties, the Learner Admission Contract may still be cancelled by the Centre as a result of, for example, non-payment of Centre Fees by the Parents. The Learner may, as a result, not be able to attend the Centre or if already present may be required to leave the Centre. A Learner will not be allowed to attend the Centre at the beginning of the first Centre Term, of any schooling year, until all amounts which are due for payment before the beginning of the first Centre Term of the school year have been paid. The amount due will include, in the case of a schooling year, all overdue amounts which remain unpaid from the previous schooling year by the Parents (including any legal costs and other costs incurred by the Centre to recover Centre Fees) in terms of the Learner Admission Contract.

2.5 The Centre reserves the right to contact any previous school that the prospective learner has attended, in order to obtain a reference for the Learner and the Parents.

2.6 The Centre shall only be bound by the Learner Admission Contract if it has been signed by or on behalf of the Parent/s and the Centre. The Operational Director, or his/her duly authorised representative, is collectively authorised by the Centre to sign the Learner Admission Contract, or any other relevant documentation, on the Centre's behalf. The Centre shall however be entitled to waive compliance with the requirement that the Learner Admission Contract be signed by one or more of the Parents or the Centre. Should the Learner Admission Contract not be signed by all of the Parents it shall not affect or limit the liability of those Parents on whose behalf it was signed.

2.7 School attendance by the Learner is compulsory in terms of the Schools Act. The Centre must therefore be provided with any information in respect of casual or prolonged absence from the Centre by the Learner. Parents and Learners agree to approach such absences in the manner described by the relevant Edu - Play Policies and other Centre Specific Policies and Centre Rules that might be implemented from time to time.

2.8 If the Parents have any queries, concerns and/or complaints relating to the Centre and/or a Learner's involvement in the Centre and/or any matter arising out of the Learner Admission Contract it must be raised, in writing, with the Operational Director or his/her delegate.

### **3. OBLIGATIONS OF THE SCHOOL**

3.1 The Operational Director or his/her duly authorised representative has sole discretion to admit and enrol a prospective learner or to refuse a prospective learner without giving reasons. The Operational Director or his/her duly authorised representative may, at his/her sole discretion, grant temporary enrolment to a prospective learner, subject to any terms and conditions that the Operational Director may impose, at his/her discretion. The Operational Director may cancel the enrolment (including temporary enrolment) of a Learner in accordance with the Learner Admission Contract and the relevant Edu - Play Policies, including the Edu - Play Admissions Policy, the Edu - Play Admissions Procedure, the Edu - Play Code of Conduct, and Centre Specific Policies or Centre Rules.

3.2 Until the Learner Admission Contract is signed by the Parties and the Enrolment or Registration Fee is paid, nothing in the Learner Admission Contract shall be construed as a representation or warranty made by the Centre to the Parents or the Learner that the prospective Learner will in fact be admitted.

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3.3 While the Learner is enrolled at the Centre the staff of the Centre undertakes to exercise reasonable care in respect of the Learner's education and welfare during Centre Hours and/or when the Learner is permitted or required to be on the Centre Premises and/or when the Learner is attending a Centre activity.

3.4 The Centre shall provide Education Services for the benefit of such Learner and other Learners at the Centre during Centre Hours or extracurricular activities and in doing so will exercise skill and care.

3.5 The Centre will at all times but within reason maintain, service, repair or replace the Centre Facilities from time to time, to the extent that the Centre in its sole discretion is of the opinion that such work may in fact be required or as required by relevant education facility legislation.

3.6 The Centre shall provide the Parents with the bank account details into which all payments must, from time to time, be made by the Parents.

3.7 The Centre will monitor each Learner's progress and on a regular basis generate and send to the Parents progress report cards. Where there is any concern about a Learner's progress, the Centre will arrange for a meeting with the Parents to discuss and deal with the concerns. Without creating any further obligations for the Centre it will for an initial period of 3 (three) calendar months after a new Learner has started school, use its best endeavours to identify any physical, mental or emotional conditions that may cause any obstacle to or difficulty in or restriction on a Learner's learning ability. Should further diagnosis be required, after the aforementioned initial period, the Centre will recommend for an appropriate assessment to be done by an appropriately qualified and experienced professional. Whilst the Centre itself may be able to identify possible Learner specific conditions or educational needs, it is not in a position to diagnose the Learner with any specific medical condition or special educational needs. The Operational Director may in his/her sole discretion cancel the Learner Admission Contract should the Centre no longer be able to provide adequate education to a Learner. The payment of Centre Fees is dealt with in clause 5 below.

#### **4. OBLIGATIONS OF THE PARENTS**

4.1 The Parents must assist the Centre by ensuring that:

4.1.1 they fulfil all of their obligations contained in this Learner Admission Contract;

4.1.2 they encourage and assist the Learner in his/her studies by giving appropriate support at home;

4.1.3 they maintain a positive and respectful relationship with the Centre, its Learners and all of its staff;

4.1.4 they attend meetings when requested to by the Centre and keep communication with the Centre open informing the Centre of any matters that affect the well-being of the Learner;

4.1.5 they provide the Centre with any changes to the Parents and/or Learner's personal information that is contained in the Admission Application Form including change of address and/or contact numbers, within two weeks of becoming aware of the change;

4.1.6 they confirm that all of the information that they have provided/will provide to the Centre is both true and correct. Should Parents withhold information from the Centre, and the information is considered important and relevant by the Centre, the Centre may elect to cancel the Learner Admission Contract, in terms of clause 7 (seven) of the Learner Admission Contract;

4.1.7 they inform the Centre, with the appropriate documentation and before the Learner attends the Centre, of a Learner's special education needs, whether physical, including hearing impairment, visual impairment, or neurological impairment; or behavioural; or emotional; or any other medically assessed special need;

4.1.8 they acknowledge and accept full responsibility for the Learner after the notified finishing time of any particular schooling day or Centre related activity or event, whether the Learner is on the Centre Premises or not, and

4.1.9 they acknowledge that they have read and understood each of the Edu - Play Policies, the Centre Specific Policies and Centre Rules relevant to this Learner Admission Contract and agree to abide by the terms and conditions contained therein. Furthermore, they agree to abide by any other Centre Specific Policies and Centre Rules that the Centre may prescribe from time to time. The Parents will ensure that the Learner, any other guardian/parent of the Learner, the Account Holder, or any person who has rights of control and makes decisions in respect of the Learner shall abide by the Edu - Play Policies, the Edu - Play Specific Policies and Edu - Play Rules. The Parents agree to support the Centre and the conditions/rules contained in the Edu - Play Policies, the Centre Specific Policies and Centre Rules. The Centre shall ensure that copies of the aforementioned policies are available, free of charge, at the Centre office.

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## 5. FEES AND PAYMENTS

5.1 At the commencement of this Learner Admission Contract, the Centre Fees, Enrolment and Registration Fees and Additional Fees for each Learner as set out in the Annual Fee Letter are payable by the date(s) and in the manner and at the place described in such Annual Fee Letter.

5.2 Parents should immediately inform the Centre if the Annual Fee Letter is not received within 7 (seven) days after the commencement of the First Term. The failure by the Centre to make the Annual Fee Letter available to Parents shall not absolve the Parents from payment of any fees as contained therein and it is the Parents responsibility to verify the applicable fees payable.

5.3 The Parents agree to reimburse the Centre any expenses that the Centre incurs on behalf of or in relation to the Learner, such as emergency medical expenses. Proof of such expenses will be made available to Parents on request.

5.4 Centre Fees for a schooling year shall be determined on or before 30 November and Parents shall be notified of the amount on or before 1 December of the preceding schooling year. Notification may take place via a written notice, or email, or text message, in terms of the contact details provided for in the Application Admission Form.

5.5 Once a Learner has been admitted to the Centre the Parents are liable for the the full year's Centre Fees for that specific year. The Parents may pay the Centre Fees in 12 (twelve) equal instalments but must be aware that should the Parents default they will be liable for the full year's Centre Fees.

5.6 Centre Fees are due and owing from the beginning of the schooling year and in the event that interest may accrue to Parents as a result of the upfront payment of fees, such accrued interest shall be considered to be the Centre's income. It is specifically recorded that the Parent consents to and acknowledges that they will not be paid any interest that may accrue as a result of the payment of Centre Fees.

5.7 Centre Fees are to be paid in advance, either annually, termly or monthly (on/before the last working day of each month), as set out in the Annual Fee Letter. The Parents may select a particular period and should they wish to change to another payment period (as provided for in the Annual Fee Letter), they must request (through the Centre Office) to the Centre for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given by the Centre. Should the Parents elect to make monthly payments they authorise the Centre to set up a debit order against their bank account for the payment of the monthly Centre Fees. For the avoidance of doubt, where Parents elect to make monthly payments, such payments are apportioned over 12 (twelve) equal monthly instalments (including December). As such even though the Learner does not technically attend the Centre for the full month in December, the Centre Fees charged in that month represent a portion of the annual Centre Fees charged and as such become due and payable by the Parent. It should further be noted that the Centre may, following information obtained from any credit report of the Parent, prescribe a particular payment period for the Parent.

5.8 If the Parents fail to pay any instalment on the due date, contained in the applicable Annual Fee Letter, and the Centre grants them an indulgence of time to make such payment, this shall not be regarded as a waiver (giving up) by the Centre of their right to insist that all amounts owing be paid immediately or an agreement that the payment dates for the remaining instalments have in any way been extended or altered. The Centre does not have an obligation to extend any payment date but may do so in their sole discretion.

5.9 Centre Fees shall escalate at least annually but in exceptional circumstances more regularly. The Centre has the right to amend or escalate the amount of the Centre Fees and/or the payment obligations of the Parents in respect of the Centre Fees or any other payments on written notice to the Parents. Should the Parents be unsure as to any of their financial obligations, it is the responsibility of the Parents to contact the Centre in order to obtain clarity.

5.10 If the proposed changes in the Centre Fees referred to in clause 5.9 are not acceptable to the Parents they must, within 7 (seven) days of being given notice, contact the Centre via email. Should the Parents not accept the proposed changes such Learner's admission to the Centre will cease with effect from the last day of the Centre Term, before the increased Centre Fees are due. For the sake of clarity, such termination will not have the effect of reducing or in any way doing away with any liability for the payment of any Centre Fees or any other amounts owing by the Parents in terms of the Learner Admission Contract.

5.11 If the Parents fail to give the required notification referred to in clause 5.10 they will be regarded as having agreed to and accepted the proposed changes and will be liable for the full amount of Centre Fees as set out in the notice.

5.12 The Centre may from time to time notify the Parents of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, events or items the Additional Fees relate to. In the case of an activity/excursion, should the Parents elect to not pay the Additional Fees or should they fail to pay on or before the prescribed due date, then the Learner will not be permitted to participate in such activity.

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Furthermore, the Centre reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the Parents not have paid any required Centre Fees and/or any other outstanding amounts, that are due and owing to the Centre.

5.13 The Parents will not be entitled to any reduction or refund in respect of Centre Fees or Additional Fees for any period that a Learner is under suspension or should the Learner be expelled, unless determined otherwise at the sole discretion of the Centre.

5.14 Where there is more than one Parent, the liabilities or obligations of the Parents under the Learner Admission Contract will be joint and several, the one paying the other to be absolved. This means that the person to whom the liability or obligation is owed by the Parents will be entitled to look to all or any one or more of the Parents for the enforcement of its rights and that no Parent will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim. The Centre shall be entitled to hand the overdue account over to its attorneys or appropriately registered debt collectors who may in turn claim all default, administration, and collection costs as contemplated in the Magistrate's Court Act 32 of 1944 that may arise as a result of the Parent/s failure to pay.

5.15 The Parents may delegate the obligation of payment of Centre Fees and Additional Fees to a third party.

The Centre may however still, at their sole discretion, elect to claim any outstanding amounts from the Parents and not the third party. The Centre may, at their sole discretion, require a third party to sign an agreement with the Centre to confirm that they will be responsible for the payment of Centre Fees and Additional Fees. The Centre will not accept payment from the third party if a Parent has not signed the Learner Admission Contract.

5.16 The Parties agree that failure by the Parents to settle any Centre Fees and/or Additional Fees which become due, owing and payable in accordance with the Learner Admission Contract shall constitute a breach of the Learner Admission Contract. In that event, and without prejudice to any other rights that the Centre may have, the balance of the outstanding amounts for the remainder of the schooling year will become due and payable, 7 (seven) days after the date that the notice of breach is sent to the Parents. Should the Parents not remedy the breach then the Centre shall be entitled to:

5.16.1 Cancel the Learner Admission Contract with the Parents and/or claim specific performance in terms of the Learner Admission Contract. The Learner may be required to leave the Centre at the end of the Centre Term in which the default occurred or 30 (thirty) days after the default occurred (whichever is the longer period). This period is to allow the Learner time to find alternative schooling. The Parties acknowledge and agree that it is difficult, if not impossible, to fill a vacancy in the course of the schooling year and should a Learner have to leave, the Centre will suffer financial loss. Therefore, the Parties agree that the full year's Centre Fees may be recovered from the Parents on the basis of liquidated damages; and/or

5.16.2 Present a written notice/certificate, signed by the Operational Director, or his/her nominee, indicating all of the outstanding amounts that are due and owing by the Parents and this shall be sufficient proof of the outstanding amount for the purpose of obtaining judgment (whether by default or summary or provisional sentence) in any legal proceedings. The burden of proof shall be on the Parents to indicate why the notice/certificate is incorrect; and/or

5.16.3 To institute legal steps or legal proceedings against the Parents to recover the overdue amount and all legal costs incurred by them, on an attorney and client scale, including collection commission, to the maximum extent permitted by law; and/or

5.16.4 The Centre may, without the consent of the Parents, cede, delegate and/or assign all or any of their respective rights and obligations in terms of this Learner Admission Contract to any third party. The Parents herewith consent to such cession, delegation and/or assignment and the result thereof.

## **6. SUSPENSION/TERMINATION OF ADMISSION AND NOTICE REQUIREMENTS**

6.1 Parents may terminate the admission and enrolment of a Learner at the Centre, after the commencement of the first day of the schooling year, by providing the Centre with at least 3 (three) calendar months written notice of termination of the enrolment of the Learner. Should the first day of the month fall on a Saturday, Sunday or public holiday or during any of the Centre holidays ("non-schooling day"), such notice must be furnished to the Centre by no later than the next schooling day, and that particular notice period will be calculated from the first day of the month during which such notice was received by the Centre. Parents will still be liable for the full schooling years Centre Fees, but the Centre, subject to the approval of the Operational Director of Edu - Play, has sole discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe, should they pay the Centre Fees in instalments.

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6.2 The Centre may summarily and with immediate effect, terminate the Learner Admission Contract and admission and enrolment of the Learner, if the Operational Director, or his/her nominee, is, at his/her sole discretion, of the opinion that the conduct and behaviour of either the Parents or Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of other Learners in attendance at the Centre, and/or the well-being of any member of the Centre, and/or the Centre's reputation and good name. In the case of a Learner, who is subject to a disciplinary hearing as a result of his/her conduct, the Centre shall be entitled, pending the outcome of a disciplinary enquiry, to suspend the Learner from the Centre, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner in accordance with the Edu - Play Policies, the Centre Specific Policies and/or Centre Rules. The Parents shall be liable for the full year's Centre Fees which shall become due and owing on the date of cancellation of the Learner Admission Contract. The Parents will further be liable for any damage to or loss of Centre Facilities suffered as a direct result of the Learner's misconduct. The Centre, subject to the approval of the Operational Director of Edu - Play, has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the Centre Fees in instalments.

6.4 The Centre, by giving 3 (three) calendar months' notice, may terminate the Learner Admission Contract and the admission and enrolment of a Learner if the Operational Director is reasonably of the opinion that the Centre can no longer provide adequately for any special educational needs of such Learner. The Learner shall be removed from the Centre at the end of the Centre Term in which the Centre provides the Parents with notice. Parents will still be liable for the full schooling year's Centre Fees, but the Centre, subject to the approval of the Operational Director of Edu -Play, has an absolute discretion to return a portion of any fees paid upfront or waive certain payments that the Parents may owe should they pay the Centre Fees in instalments.

6.5 The admission of a Learner will terminate automatically on the death of the Learner.

## **7. BREACH**

7.1 If the Parents or Learner breach the Learner Admission Contract, or Edu - Play Policies, or any Centre Specific Policy, and/or Centre Rule/s, the Centre may elect to send them a notice stating that they are in breach. If the Parents or Learner remain in breach for a period of 7 (seven) days after receiving notification that the Centre requires the breach be remedied, then the Centre shall be entitled, without prejudice to its rights and at its sole discretion, to follow the procedures as set out in the relevant Edu - Play Policies, or Centre Specific Policies, Centre Rules, and/or the Learner Admission Contract depending on the nature of the breach, or to cancel the Learner's enrolment and the Learner Admission Contract. Depending on the nature of the breach the Learner may be required to leave the Centre immediately. The Centre shall have no obligation to refund any Centre Fees to the Parents if the Parents remained in breach despite written notice.

7.2 The Centre may claim payment of all moneys owing by the Parents along with the remainder of the outstanding Centre Fees for the current schooling year.

## **8. PROTECTION OF PERSONAL INFORMATION**

8.1 The Parents and the Learner acknowledge that they have read the contents of the Learner Personal Information Policy and consent to abide with the terms and conditions contained therein. The Centre specifically draws the Parents' attention to the consent form contained within the aforementioned policy which confirms that the Parents' consent to the Centre processing the Learner's personal information as contained in section 35 (thirty five) of the Protection of Personal Information, Act 4 of 2013.

8.2 The Parents and the Learners acknowledge that informal photographs may be taken of the Learners and/or the Parents at various Centre events or whilst on the Centre Premises and that insofar as these photographs are placed in the possession or control of the School these photographs might be used by the Centre or, in the electronic or printed media such as websites, newspapers, advertisements, magazines and various other sources. The Parents and the Learners consent to the use of the photographs as mentioned in this clause.

8.3 Neither the Centre nor any of their managers, representatives, staff members, other employees, and/or any , director of Edu - Play, will be liable for any loss or damage that either the Parents or any Learner suffer as a result of the Centre furnishing any opinion or making any statement or disclosure of information if carried out in accordance with the provisions of the Learner Personal Information Policy.

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8.4 The Centre undertakes to exercise reasonable care with a view to ensuring that the provision of any information concerning a Learner is accurate, and any opinion given regarding a Learner's ability, aptitude and character is fair.

8.5 The Parent hereby provides its consent to the Centre to distribute the Parents' names and contact details to other Parents, staff of the Centre, Edu - Play Group, or any other responsible persons authorised or delegated by the Centre for any Centre related purpose.

## **9. ACKNOWLEDGEMENTS, WAIVERS AND DECLARATIONS BY THE PARENTS**

9.1 The Parents hereby acknowledge and confirm that:

9.1.1 The Centre reserves the right to apply the consequences of its Code of Conduct, Learner Disciplinary Policy, any other relevant Edu -Play Policies, the Centre Specific Policies and Centre Rules, whether the Learner commits a breach on or outside of the Centre Premises; and

9.1.2 They have familiarised themselves with the nature and extent of the Education Services organised and provided by the Centre, as well as the Centre Facilities for the use of Learners and that they are fully aware of the risks and dangers that each Learner may be exposed to as result of his/her participation in the Education Services and use of the Centre Facilities; and

9.1.3 They undertake to indemnify and hold harmless the Centre, and/or the Operational Director and/or any member of staff, and/or any director of Edu -Play, against any claims arising from or in respect of the theft, loss, damage or destruction of any personal property of whatever nature (including school uniforms, books, or any other personal possessions) brought onto the Centre Premises by a Learner (save that this undertaking will not apply to any person in whose care and possession any of the personal property has been placed and the theft, loss, damage or destruction is as a result of gross negligence or intentional damage); and

9.1.4 Unless they specifically notify the Centre to the contrary, his/her consent to the Learner participating, under supervision, both inside and outside the Centre Premises in any activities; or travel to any school activity at another venue; which may result in physical injury, shall be deemed to have been given. The Centre 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 Centre staff or agents, and the Parents indemnify the Centre against any claims in this regard; and

9.1.5 They will not withhold/delay payment should the Centre be in breach of any of its obligations; and

9.1.6 They shall not hold the Centre and/or the Operational Director, any member of staff and/or any director of Edu - Play, liable for any act or omission, that is actionable in law and may/ has caused damage, injury or harm, including death, or loss of property, unless the act or omission amounts to gross negligence or was carried out intentionally; and

9.1.8 They accept that a Learner may require emergency medical care at a time that neither of them is easily contactable and therefore delegate to the Operational Director and/or his/her nominee and/or staff members of the Centre, the power to authorise any and all such medical treatment and take any and all such steps that he/she considers necessary to provide the Learner in question with the best medical care possible under the circumstances. If specific medical conditions are present which may impact emergency treatment, it is advisable that a medic-alert bracelet be worn by the Learner; and

9.1.9 They have recorded in the Admission Application Form all relevant details of each Learner's medical conditions (if any), prescribed medication (if any) and/or special healthcare needs (if any) and promise to immediately notify the Operational Director and/ or Educational Director of any changes in a Learner's health, medicine, well-being or special healthcare needs; and

9.1.10 They indemnify and agree to hold harmless the Operational Director, the Centre and any of the directors, managers, representatives, staff members, other employees and/or any executive or director of Edu - Play Group (Pty) Ltd, from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of any medical treatment or medication administered and/or any steps taken to arrange such emergency medical treatment for a Learner; and

9.1.11 They acknowledge and accept responsibility for the payment of all medical and related costs for each Learner's medical treatment; and

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Signature:

9.1.12 They acknowledge that their on-going co-operation with the Centre and good relationships amongst Parents of the Centre and amongst the Learners at the Centre is vital to the provision of a holistic and optimal educational experience for each Learner; and

9.1.13 They confirm and agree that they have read and understood the Code of Conduct and all of the relevant Edu - Play Policies, Centre Specific Policies and Centre Rules in existence as at the date of the admission to the Centre of each Learner, they accept the content thereof as binding upon them and each Learner and undertake to abide by them and to properly familiarise themselves with all amendments to, inter alia, the Centre Policies from time to time; and

9.1.14 They are aware that the Operational Head may in terms of the Code of Conduct, suspend or expel a Learner from the Centre. The Parents' attention is specifically drawn to the content of the Centre's Code of Conduct and Learner Disciplinary Policy. The examples in the Centre's Code of Conduct set out examples of offences and misconduct however this is not a closed list and a Learner may be suspended or expelled for offences which are not contained in the Code of Conduct. Further the Operational Director may remove the Learner from the Centre if, in the discretion of the Operational Director, the Learner's progress, attendance or behaviour is seriously unsatisfactory and the removal of the Learner will be in the best interests of the Centre and the other Learners. The Centre will provide the Parents with written notice of the termination. Depending on the severity of the misconduct the Centre will determine when the Learner will be required to leave the Centre and the date will be set out in the notice of termination. Parents must be aware that the termination, in certain circumstances, may be immediate.

## **10. COSTS**

In the event that the Centre briefs legal representatives to enforce or advise the Centre on any of its rights in terms of the Learner Admission Contract or any of the Centre Policies or in order to defend any proceedings brought against the Centre, or any member of staff or other employee, it shall be entitled to recover these costs on an attorney own client scale, including commission and tracing charges, against the Parents.

## **11. NON-COMPLIANCE**

11.1 Once a Learner has been admitted to the Centre the Parents are liable for the full year's Centre Fees for that specific year. The Parents may pay the Centre Fees in instalments, but must be aware that should the Parents default they will be liable for the full year's Centre Fees. Should the Parents neglect or refuse to pay any Centre Fees, Additional Fees, or any other amount due and payable to the Centre, promptly on the respective due date, or should the Parents commit any act of insolvency or give notice of any intention to surrender their estate; or should an application be brought for the provisional or final sequestration of their estate or of their liquidation; or should the Parents make any compromise arrangement with their creditors or should any judgment of any court be taken against the Parents, the full amount of outstanding Centre Fees and Additional Fees, if any, together with all other outstanding amounts will immediately become due and payable without any further notice to the Parents/Learner.

## **12. VARIATION**

The Centre reserves its right to amend the Learner Admission Contract from time to time for legal, safety or substantive reasons in order to assist the Centre in providing superior education to its Learners. The Centre shall endeavour to provide the Parents with 1 (one) Centre term's notice of any amendments. No variation of the conditions which have the effect of releasing the Parents and/or the Learner from any obligations in the Learner Admission Contract shall be binding on the Centre unless contained in a written document that is signed by the Operational Director, or his/her nominee.

## **13. DOMICILIA AND NOTICES**

13.1 Where the Parents have to give a notice to any party in terms of the Learner Admission Contract, such notice shall be valid if delivered to the Centre's physical address, or email address, which details appear on the Admission Application Form.

13.2 Where a notice has to be given to the Parents in terms of the Learner Admission Contract, such notice shall be valid if delivered to the Parents' physical address or email address, as set out in this Learner Admission Contract.

13.3 The Parents also appoint the aforementioned address as their domicilium citandi et executandi. The domicilium citandi et executandi address is the physical address and/or email address where the Parents would like all legal notices to be served in respect of all processes which must be served or exceptions which may be taken arising out of the Learner Admission Contract.

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Signature:

13.4 Parents agree to provide the Centre with updated email addresses, and/or cellphone numbers to ensure that the Centre is able to contact them.

13.5 The Parties may change their address by written notice to the other party.

13.6 The Parties agree that notice to one Parent shall be considered notice to all Parents.

#### **14. JURISDICTION AND GOVERNING LAW**

14.1 The Learner Admission Contract shall be governed by the law of South Africa.

14.2 The Parents' consent to Magistrate's Court having jurisdiction in respect of all proceedings connected with this Learner Admission Contract, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction in terms of Section 45 of the Magistrate's Court Act 32 of 1944 (as amended). The Centre shall however not be obliged to institute action in the Magistrate's Court.

14.3 The Centre may at its sole election submit any matter or dispute connected with the Learner Admission Contract, to arbitration. The Centre shall however not be obliged to submit a matter to arbitration and may follow the usual legal process should it choose to.

14.3.1 The Centre shall inform the Parents via written notice that it intends on submitting the matter to arbitration.

14.3.2 The arbitration shall take place in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time). If the dispute is in regard to non-payment of Centre Fees, then the Rules of the South African Chamber of Arbitration shall apply as set out briefly below. Any other disputes shall be governed by the Arbitration Foundation of South Africa (AFSA).

14.3.3 Parties shall draft affidavits setting out the matter and they may employ legal counsel to assist them with the preparation and drafting.

14.3.4 The arbitration shall be held and concluded within 30 (thirty) days after the dispute has been registered.

14.3.5 The arbitrator shall be such independent and suitably qualified person as appointed, solely, by the Chairperson of the South African Chamber of Arbitration.

14.3.6 This clause shall constitute the irrevocable consent of each party to the arbitration proceedings and no party shall be entitled to withdraw therefrom or to claim at such proceedings that it is not bound by this clause.

14.3.7 All communication between the parties and the arbitrator shall be done in writing.

14.3.8 The arbitrator must make an award within 14 (fourteen) calendar days (weekends/ public holidays included). An extension to this period may be given by the Chairperson of the Chamber.

14.3.9 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator and the arbitration proceedings shall be final and binding and shall be capable of being made an order of any court to whose jurisdiction the Parties are subject

14.3.10 Should the Centre elect to arbitrate in accordance with the Rules of the South African Chamber of Arbitration, the Parents and/or any interested party may request a copy of the Rules from the Centre. The Rules must be provided on or before the Centre institutes a claim.

#### **15. WHOLE AGREEMENT**

15.1 This Learner Admission Contract and Admission Application Form constitutes the whole agreement between the Parties, except to the extent that the Learner Admission Contract provides otherwise, and no agreements, representations, warranties, variations, deletions, or agreed cancellation between the Parties other than those set out herein are binding on the Parties, unless reduced to writing and signed by both the Parents and the Centre.

15.2 The Learner Admission Contract and Application Admission Form may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

15.3 If any provision of the Learner Admission Contract is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Learner Admission Contract to the extent possible. In any event, all other provisions of the Learner Admission Contract shall be deemed valid and enforceable to the full extent possible.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

# EDU – PLAY EARLY LEARNING

<b>DOCUMENT NAME</b>	<b>LEARNER CODE OF CONDUCT</b>
<b>DOCUMENT NUMBER</b>	<b>LCOCO2020/01</b>
<b>POLICY AREA</b>	<b>LEARNERS</b>

<b>Date Developed by</b>	<b>1st revision</b>	<b>2nd revision</b>	<b>3rd revision</b>	<b>Approval</b>

## 1 POLICY STATEMENT

It is the policy of Edu – Play Early Learning Centre, herein referred to as Edu – Play and/or the Company, to expect conduct of the highest standard from all learners at our Centre. This includes conduct in the classroom, during all Centre events, on the Centre campus and at any other time where a learner will, through association, be representing the image of Edu - Play.

This policy is drafted within the legislative framework of, amongst others:

- 1.1 Constitution of the Republic of South Africa
- 1.2 South African Schools Act No 84 of 1996
- 1.3 National Education Policy Act No 27 of 1996

This policy provides a suitable environment to accommodate learning excellence. This policy prescribes certain responsibilities to the stakeholders in this policy and should stakeholders not adhere to these responsibilities, the Centre has the right to implement disciplinary procedures in line with the Centre disciplinary policy.

In general, this policy expects all stakeholders to uphold the principles of integrity, honesty, respect, high morals, consideration for others, good manners and punctuality.

## 2 POLICY STAKEHOLDERS

This policy is applicable to all educators, learners, parents of learners, guardians acting on behalf of learners and sponsors responsible for the payment of Centre fees on behalf of learners.

2.1 It is the responsibility of the Centre to:

- 2.1.1 Ensure that copies of the code of conduct will be kept by the Operational Director and the administrative office and that learners and parents/guardians will have free access to the code of conduct.
- 2.1.2 Should a learner request a copy of the code of conduct, he/she will be supplied with a copy free of charge.

2.2 It is the responsibility of educators to:

- 2.2.1 Ensure that all stakeholders are at least annually made aware of the content and implementation requirements of this policy.
- 2.2.2 Ensure that the provisions of this policy are enforced.
- 2.2.3 Make available to learners, parents/ guardians this code of conduct, or any other policy of the Centre, when requested to.
- 2.2.4 Implement and apply the code of conduct equally and fairly.

2.3 It is the responsibility of learners to:

- 2.3.1 Familiarise themselves with the contents of this code of conduct.

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Signature:

- 2.3.2 Sign a copy of the acknowledgment attached as Addendum A to this policy confirming that he/she has received this code of conduct and agrees to adhere to it.
- 2.3.3 Comply with instructions from educators and the general rules of the Centre.
- 2.3.4 Behave responsibly and not endanger the safety and welfare of others.
- 2.3.5 Respect and care for the property of the Centre and others.
- 2.3.6 Maintain sound relations with others at the Centre, be courteous and respect the dignity and self-worth of others.
- 2.3.7 Be punctual and observe the timekeeping practices of the Centre.
- 2.3.8 Behave honestly and conduct themselves with integrity.
- 2.3.9 Accept legitimate punishment and disciplinary action taken against them as being fair, reasonable and rehabilitative.
- 2.3.10 Demonstrate a positive attitude towards the opportunity to learn and be diligent in their efforts to learn.
- 2.3.11 Conduct themselves within the policies, codes and rules of the Centre, whether described in this code of conduct or any other policy or rule implemented by the Centre.

2.4 It is the responsibility of parents/guardians/sponsors to:

- 2.4.1 Familiarise himself/herself with the contents of the code of conduct and to ensure that the code of conduct is properly understood by the learners.
- 2.4.2 Participate in the learning process and assist their children with homework, provide encouragement, check results and communicate freely with the Centre.
- 2.4.3 Sign a copy of the acknowledgment attached as Addendum A to this policy confirming that he/she has received a copy of this code of conduct and do what is practically possible.
- 2.4.4 Actively support the efforts of the Centre and its educators to teach their children.
- 2.4.5 Involve themselves to the fullest possible extent in Centre activities.
- 2.4.6 Make positive suggestions and contributions to improve the Centre's education process and the learning environment.
- 2.4.7 Work with the Centre to overcome any learner behaviour which negatively impacts on the learning environment.
- 2.4.8 Support the disciplinary structures and procedures of the Centre in the interest of maintaining an orderly and positive learning environment.
- 2.4.9 Encourage their children to participate fully in the Centre activities.
- 2.4.10 Ensure that learners are in attendance at all compulsory attendance functions and activities and that schooling timekeeping requirements are observed. Learners should be seated no later than 08:20 for classes to commence at 08:30.
- 2.4.11 Keep them informed about their child's progress and behaviour as reflected on progress reports.
- 2.4.12 Inform the Centre in writing of any changes in their contact details.
- 2.4.13 Ensure that the Centre and other fees are paid timeously.

### **3 GUIDELINES AND RULES**

Every learner at the Centre is bound by this code of conduct.

#### **3.1 General rules**

- 3.1.1 Learners shall support the Operational Director and members of staff to establish and maintain good order and an environment and conditions in which the process of teaching and learning can take place. In particular, learners shall be required to obey and promptly carry out any instructions reasonably given by the Operational Director, Educational Director, Academic Program Coordinator or any educator to this end.
- 3.1.2 In their dealings with one another, learners shall be required to show mutual respect and tolerance. In particular, learners shall refrain from any conduct calculated to harm the physical, mental or moral welfare of any other learners, or which may have that result.
- 3.1.3 Edu – Play and its premises are smoking free, drug free, alcohol free, weapon free, gun free and gambling free zones.
- 3.1.4 Educators have the right to make and display rules regarding classroom conduct in their own classrooms and insofar as these rules do not interfere with this code of conduct, Centre rules or the rights of the learners, learners must adhere to these rules.
- 3.1.5 The rules regarding property are applicable to all Centre property which includes: The land and buildings occupied by the Centre and any permanent or relatively permanent fixture or fitting on or in such land or buildings, including equipment, computers, books, materials, motor vehicles and the like, owned by the Centre, hired by the Centre or stored by the Centre, the property of members of staff, fellow learners, visitors to the Centre and others.

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Signature:

These rules apply to property on the Centre premises, in the vicinity of the Centre, at or in the vicinity of the venue of any Centre activity, as well as any mode of transport conveying learners to or from Centre or Centre activities.

3.1.6 The Centre reserves the right to take disciplinary action against a learner for misconduct that took place 'off-site', e.g. after Centre hours and/or off Centre premises, and/or which may have a negative impact on the Centre and/or other learners as a result.

3.1.7 Every learner has a right to education and the Centre respects this right.

3.1.8 Registers must be kept to record the learner attendance in every class.

3.1.9 Although the Centre will make an attempt to make parents/guardians aware of any notices issued to learners through email or Himama, it is the responsibility of the parents to ensure that parents/guardians receive notices.

3.1.10 The Centre has a uniform that must be worn, and the applicable rules followed.

## LEARNER CODE OF CONDUCT

Examples of infringements and recommended sanctions.

Every matter shall be dealt with on its own merits and the offences and sanctions below are guidelines that may/may not be followed by the Centre.

Type of learner misconduct/ transgression	Recommended sanction		
	First offence	2nd/repeat offence	Subsequent offence
VERY SERIOUS MISCONDUCT			
<p>1. Violent, abusive, intimidating or threatening behaviour, verbal or physical, and/or</p> <p>fighting, assault, threatened or actual, and/or</p> <p>victimisation, bullying or initiation of any sort, including cyber bullying or intimidation, regardless of the electronic platform used and/or</p> <p>transferring, selling or distributing, using or being in possession of a dangerous object, including, but not restricted to, weapons, including guns, ammunition, knives, clubs or screwdrivers, fireworks, explosives or any object that may be considered as being potentially dangerous at the Centre or at Centre events, and/or</p> <p>inciting, advising or rewarding others to perform violent, offensive or threatening acts and/or</p> <p>any "gang" related activity that may threaten the safety or welfare of others at the Centre, at Centre events or in relation to the Centre, and/or</p> <p>harassment, sexual, racial, religious or other grounds, and/or discrimination against another, sexual, racial, religious or other grounds, and/or</p> <p>issuing a bomb threat or arson, attempted or actual, and/or</p> <p>behaviour that may pose a danger to the safety and welfare of others at the Centre or at Centre events.</p>	Hearing with suspension and/or expulsion and/or alternative sanction		

Signature: \_\_\_\_\_

<p>2. Being in possession of or under the influence of alcoholic, hallucinogenic or dangerous / prohibited substances that produce a psychoactive effect or distributing, storing or consuming any of these substances at the Centre or at Centre events and/or strong suspicion of habitual use/abuse or regular use of medication, drugs or alcohol at the Centre or at Centre events.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		
<p>3. Being in possession of another's property without their knowledge or consent or attempting to remove another's property without their knowledge or consent and/or  theft or attempted theft and/or sale of another person's stolen property.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		
<p>4. Committing an act of insubordination, continual insubordination or gross insubordination and/or  cheating, plagiarising, copying or tampering with test or exam results, reports or assignments and/or  being in possession of or distributing material or information that may give an advantage in a test or an exam and/or  extortion, bribery, corruption or fraud, attempted or actual, and/or  being an accomplice to colluding, conspiring, assisting, abetting or instigating dishonesty, fraud or theft and/or  inciting, advising or rewarding others to commit a dishonest act and/or  serious breach of school security procedures or unreasonably refusing to submit to a search and/or  off-site criminal misconduct that disrupts or substantially damages the Centre/learner relationship and the educational process.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		

Signature: \_\_\_\_\_

<p>5.</p> <p>Obscene, indecent or sexually explicit behaviour, gestures or attempts to make unwanted physical contact and/or</p> <p>sexual harassment, inappropriate sexual innuendos or graphic comments and/or</p> <p>committing a sexual offence and/or</p> <p>intentional and offensive, insulting, abusive, racist or lewd behaviour and/or</p> <p>storage, creation, sale or distribution of pornographic, obscene or offensive material, publications, symbols, email, text, SMS, whatsapp, cartoons, objects or material that incites violence.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		
<p>6.</p> <p>Sabotage, malicious or wilful damage to the Centre or others' property and/or</p> <p>unauthorised occupation of any Centre property or facility or having the effect of depriving others from using this property or facility.</p> <p>unauthorised preventing or seeking to prevent free assembly by others on the Centre's property and/or</p> <p>blocking off any entrances or exits to or from the Centre premises with the intention or effect of interfering with free access/egress by others and/or</p> <p>participating in or supporting industrial or protest action which prevents learners from attending the Centre/Centre activities.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		
<p>7.</p> <p>Actions that expose others to serious danger or injury or expose the the Centre to potential accidental loss or damages, whether due to wilful, grossly negligent or unintended acts and/or</p> <p>unsafe acts or behaviour that endangers the safety and welfare of others.</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>		

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8. Serious misconduct or actions that may bring the reputation of the Centre, learners or other stakeholders into disrepute.	Counselling / hearing with suspension and/or expulsion		
9. Any other misconduct considered to be very serious and possibly justifying expulsion as a first offence.	Counselling / hearing with suspension and/or expulsion		
<b>SERIOUS MISCONDUCT</b> Continual repetition of any of the below misconduct may result in a hearing			
10. Being absent from the Centre without a valid reason. The learner will be considered to be playing truant.	Parental contact and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction	
11. Playing of dangerous, obscene, insulting or demeaning games and/or  malicious teasing and/or partaking in any form of gambling or similar gaming activities while on the Centre premises or in Centre uniform.	Parental contact and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction	
12. Inappropriate behaviour or comments in public or at Centre events that bring the the Centre into disrepute and/or  abuse of Centre privileges	Parental contact and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction	
13. Smoking or being in possession of tobacco or cigarettes on the Centre premises or at official Centre events.			
14. Forgery or falsification of Centre documents and reports and/or  lying/dishonesty and unfair behaviour with less serious initial consequences.	Parental contact and/or final warning	Hearing with suspension and/or expulsion and/or alternative sanction	

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<p>15. Vandalising property or equipment of the Centre or others, including but not limited to damaging, marking, defacing, improper use and/or</p> <p>not taking due care of property or equipment and/or</p> <p>accidental damage to property and/or</p> <p>removing any Centre property from the Centre premises without the prior consent of the Directors/educator.</p>	<p>Parental contact and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>	
<p>16. Acts or behaviour designed to create a hostile or threatening the Centre environment and/or</p> <p>wilful disruption of Centre activities and interference with Centre authorities and/or</p> <p>conduct designed to be prejudicial to good order or discipline at the Centre.</p>	<p>Parental contact and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>	
<p>17. Any misconduct by the learner that is considered by the Centre authorities to warrant more than a verbal reprimand or an ordinary warning.</p>	<p>Parental contact and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>	
<p><b>MINOR TRANSGRESSIONS</b></p>			
<p>18. Disregard for rules, directions, instructions or for any persons in authority and/or</p> <p>Defiance and disrespect and/or discourtesy toward Centre authorities, parents/guardians, visitors or learners and/or</p> <p>being unreasonably intolerant of others and their personal beliefs, traditions, appearance or of diversity and/or</p> <p>persistent violation of Centre rules with less serious initial consequences.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>

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<p>19. Use of excessive force when playing games or during playing games in an area where others may be injured or where property may be damaged and/or</p> <p>riding skateboards, wheelies, bicycles or motor-bikes in areas where such activities are prohibited or in a manner that may cause injury to others or damage to property.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>20. Noisy or disruptive behaviour, disturbing the activities of others and/or</p> <p>highly disruptive or unruly classroom behaviour which may include walking around the classroom without permission from the educator and/or</p> <p>trespassing or entering the Centre premises without permission or without supervision and/or after Centre hours and/or</p> <p>refusing to identify oneself upon request by a Centre authority.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>21. Swearing and use of vulgar, profane and foul language.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>22. Tardiness or littering and/or</p> <p>poor grooming, unhygienic personal habits and improper use of Centre facilities or ablutions and/or</p> <p>hair, dress or apparel that is not in accordance with the Centre standards or rules.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>23. Tampering with the possessions or equipment of others and/or</p> <p>use of Centre equipment without permission with no serious consequences.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>

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<p>24. Failure to keep the Centre premises, including but not limited to toilets, classrooms, playground and/or</p> <p>blocking the drain and/or toilet pan with paper or any other material or substance and/or leaving the bathroom taps running and/or</p> <p>placing posters and/or stickers and/or graffiti on any Centre surface / property without the written authority of the Operational Director.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>25. General uncooperativeness and/or being wilfully obstructive.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>26. Truancy, poor timekeeping practices and/or</p> <p>unexplained absences from classes or from compulsory events or activities and/or</p> <p>failing to make prior arrangements and/or receive prior permission when absent from the Centre and then on return to the Centre failing to present a note from the learner's parents explaining the absence, regardless of the reason for absence and/or</p> <p>leaving class or Centre premises without permission and/or</p> <p>persistent late-coming or early unauthorised departure from class / the Centre.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>27. Persistent misuse of personal communication devices during Centre activities.</p> <p>The use of electronic devices is only permitted when an educator grants the learner permission.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>
<p>28. Any other infringement not mentioned herein that may be considered serious enough to warrant the implementation of corrective action and taking of disciplinary measures.</p>	<p>Counselling and/or reprimand and/or warning and/or demerit</p>	<p>Parental contact and/or counselling and/or final warning</p>	<p>Hearing with suspension and/or expulsion and/or alternative sanction</p>

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Signature: