



# Admission Agreement

- Section A: Admission Agreement Form**
- Section B: Conditions of Admission, including Indemnity Declaration**
- Section C: Code of Conduct**
- Section D: Disciplinary Procedure**
- Section E: Details of Parents/Guardians**

(Hereinafter collectively referred to as **“the Admission Agreement”**)

The Admission Agreement is applicable to all Pupils attending St Peter’s Prep Schools (“School” or “the School”). The Parents/Guardians of every Pupil attending the School are required to read all the included documents, initial every page, complete any information requested, sign the Admission Agreement and return it to the School. The person/s whose details appear in the Annexure declare that he/she/they are the Parents or Legal Guardians of the Pupil whose details appear below. The rights and obligations contained in this Admission Agreement are binding on every person who signs this Admission Agreement and must be successfully carried out in order for the Pupil to be enrolled at the School.

**Full name and surname of the Pupil**

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**Grade:**

000	00	0	1	2	3	4	5	6	7
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**Starting Date:**

Y	Y	Y	Y	M	M	D	D
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**Gender (mark with an x):**

M	F
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**Age:**

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**Identity number of Pupil:**

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*September 2015/Revised May 2020/Revised January 2023*

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### **Introduction**

St Peter’s Prep Schools is made up of a family of schools that include a co-educational pre-primary and two monastic primary schools catering for children from Grade 000 to Grade 7. Being an Anglican Diocesan family of schools, the Anglican Faith informs our policies and, importantly, the values-based ethos of the school. We welcome Pupils from all faiths and pride ourselves on the sense of belonging felt by all in our community. Our formal assemblies are often held in the Chapel, and we believe that our belief structure is foundational for all that we do. This document provides the legal framework for admission to the school and reflects our strategic imperative of creating a sense of belonging for all members of our community.

### **Important Notice**

The admission and enrolment of the Pupil to the School is at the discretion of the Head who may refuse the Pupil’s admission to the School without giving reasons therefor and may grant temporary or provisional enrolment to the School, subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.

For the sake of clarity, this Admission Agreement regulates the enrolment and admission of the Pupil and also regulates the relationship between the School, the Pupil, and the Parents/ Legal Guardians once the Pupil is admitted and enrolled with the School. Subject to the paragraph above, nothing in this Admission Agreement should be interpreted as a representation or warranty made by the School that the Pupil will be admitted to and enrolled with the School.

In keeping with the spirit and ethos of the School and by way of preserving and protecting the on-going sustainability of the School as a whole for future generations, the following terms and conditions have been drafted as a way of balancing the rights and corresponding responsibilities of all Parties concerned. The intention behind the Admission Agreement is that it be viewed as an organic and living document, to be renewed and updated based on on-going input and involvement of all parties concerned to ensure a transparent interaction between the School, the Parents and the Pupils. In so doing we hope to instil in the Pupils those values that have always set this School apart.

By signing or initialling or otherwise entering into the Admission Agreement the Parents/ Legal Guardians agree to the terms and conditions contained in this Admission Agreement. If there is any provision in this Admission Agreement that the Parents/Legal Guardians do not fully understand, please request an explanation before signing.

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**DEFINITIONS**

In this Admission Agreement –

**"Additional Fees"** means the costs for the Miscellaneous/Sundry items and levies required from time to time to provide adequately for the education and related activities and services provided to the Pupil;

**"Admission Agreement"** means this document, including the Admission Agreement form, Conditions of Admission, the Code of Conduct and Disciplinary Procedure as well as the Annexure;

**"Pupil"** means the Pupil whose details are set out on the cover page of this Admission Agreement;

**"Deposit"** means an amount of money paid by the Parent/s to the School as a securing deposit on being advised of the Pupil's admission to the School. On receipt of one (1) term's written notice, the amount is refundable upon termination of this Admission Agreement, less any amounts that the School is legally entitled to recover as a result of such termination or other damages related to a breach of this Admission Agreement. No interest is payable on the deposit;

**"Development levy"** means an amount of money paid by the Parent/s to the School upon acceptance of a place. The amount is non-refundable and is a contribution towards the School's development costs.

**"Sustainability Levy"** means the fee paid by the Parent on a termly basis as a continued agreed contribution to the School's on-going sustainability costs, and which constitutes part of the School's revenue for the year. The amounts are non-refundable;

**"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Pupil at the School and which may include an initial contribution to the development and capital costs of the School;

**"Fees"** or **"School Fees"** means any amounts owing to the School for a Pupil's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to the Parents in advance and may include, but are not limited to, the:

- Enrolment Fee
- Deposit
- Development Levy
- Sustainability Levy
- School Fees
- Additional Fees

**"Head"** means the person appointed by the Council of the School to be responsible for the day-to-day management of the respective Boys Prep, Girls Prep and/or Pre-Prep, as the context requires, including anyone to whom such duties have been delegated;

**"Miscellaneous/Sundry items"** means those items which are miscellaneous or sundry in nature that may from time to time be provided to or for the benefit of the Pupil, as determined by the School;

**"Parent/s"** means each person who has signed this Admission Agreement as the Parent or Legal Guardian of a Pupil, whose details appear in the Annexure;

**"Parties"** means the parties to this Admission Agreement being the Parent/s and the School;

**"Policies"** means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School;

**"Pupil" or "Pupils"** as the context requires being the Pupil whose name appears on the cover page of this Admission agreement;

**"School"** or **"the School"** means St Peter's Prep Schools incorporating the Boys' Prep, the Girls Prep and the Pre-Prep or as the context requires;

**"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.

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**Section A**

***Admission Agreement form***

I / We the Parents of

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(Full name and surname of Pupil)

Confirm that the information supplied by us in this Admission Agreement is complete and accurate and confirm that all the particulars furnished or that may be furnished to the School in respect of this Admission Agreement or otherwise from time to time are or will be, to the best of the Parents knowledge and belief, full, true and accurate. I/we undertake to advise the School in writing of any changes to the details included in this Admission Agreement.

Have read, understood and agree to all the terms, rules and conditions as contained in the Admission Agreement, including the Conditions of admission, Code of Conduct and Disciplinary procedure.

Acknowledge that it is my/our responsibility to make ourselves familiar with the Policies of the School as adopted and published by the School from time to time and agree to abide by these Policies. The School undertakes to make copies of all Policies available on request and free of charge, or on the School's website.

Have explained the content of the Admission agreement to the Pupil, insofar as it relates to him/her and will ensure that the Pupil obeys all School rules and Policies where they apply to the Pupil.

Agree that the Admission Agreement will take effect immediately upon signature hereof and shall continue for the duration of the enrolment of the Pupil at the School.

Acknowledge that I/we are responsible for the Pupil, whether on the property of the School or not, after the notified finishing times of any School activity/event/function.

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**Parents – Parents/Guardians**

It is a condition of attendance at the School that Parents/Guardians sign in the space provided below. The School Council may at its discretion consider this declaration and Admission Agreement to be null and void if this document is altered in any way.

***Declaration: I/we, the undersigned, do hereby declare that I/we have read, understood and agree to the contents of this Admission Agreement.***

1. \_\_\_\_\_  
**Parent/Guardian 1 (Full Name)**

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

2. \_\_\_\_\_  
**Parent/Guardian 2 (Full Name)**

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

*Domicilium citandi et executandi*

(The physical address to which legal documents will be sent)

Postal address: \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Accepted by St Peter’s Prep Schools**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Signature

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## Section B

### Conditions of Admission

The Parties referred to in the Annexure, being either one or both Parents/ Guardians, request the Pupil to be admitted at the School with particular reference to the Boys Prep/Girls Prep/Pre-Prep, as the context requires.

#### 1. Acceptance and Deposit

- 1.1. An offer of a place for a Pupil at the School is accepted by the Parents by signing this Admission Agreement and returning it to the School and (if applicable) paying the Deposit, Development Levy and Enrolment Fee.
- 1.2. The Development Levy and Enrolment fee is not refundable.
- 1.3. If, subsequent to entering into this Admission Agreement, the Pupil does not take up a place at the School (save for by reason of death or long-term hospitalisation) and on condition that one full School term's notice is given in writing before a Pupil is withdrawn from the School, the Parents will be refunded the Deposit (but not the Development Levy nor the Enrolment Fee). If the Pupil does take up a place with the School and does not give one full School term's notice, the Deposit will be kept by the School as a reasonable cancellation fee for the Pupil's withdrawal and will form part of the general funds of the School. The School will be entitled to treat the interest generated from such Deposit as income. The Deposit will be refunded to the Parents, without interest, on the Pupil leaving or, at the School's discretion applied toward the final payment of the fees or other sums lawfully due by the Parents to the School, on the Pupil leaving.
- 1.4. In addition to the above requirements, in the case of a foreign Pupil the Parents of such Pupil are required to ensure that all necessary legal documentation is in order to allow the child to attend School in South Africa and a certified copy of such documents must be furnished to the School.

#### 2. General conditions

- 2.1. The Parents agree to all reasonable amendments to the terms contained in the Admission Agreement, which amendments will be communicated to the Parents in writing.
- 2.2. The Parents and the Pupil undertake at all times to uphold the good name and reputation of the School.
- 2.3. The Parents accept that the personal possessions of the Pupil, including any electronic equipment which a Pupil is authorised to bring to School, including iPads, cell phones and portable electronic devices, are not covered in any risk insurance by the School and that the Parents are responsible for supplying adequate cover for the Pupil's personal possessions.
- 2.4. The Parents accept the Head's right or that of his/her authorised representative to discipline a Pupil for any breach of the School rules including the right to suspend and, where, in the opinion of the Head, grounds exist, to expel a Pupil from the School, in accordance with the Code of Conduct.
- 2.5. The Parents' consent to the following procedures being adopted by the School in the event of injury or illness of a Pupil on the School premises or during School excursions:
  - 2.5.1. In the first instance the School staff will attend to a Pupil and if deemed necessary will attempt to contact the Parents;
  - 2.5.2. In the event of a serious injury or illness or an emergency situation, the School will make every effort to contact the Parents of the Pupil, if circumstances permit. However, in certain situations there may be insufficient time to contact a Parent or to refer to Medical Records, and consequently the School representative is authorised to utilise the most appropriate medical service available. We therefore delegate to the Head or his/her representative, the power to authorise whatever medical treatment he/she in his/her sole discretion deems necessary for the Pupil including undergoing an operation including the administration of anaesthetic, and in doing so agree that the Head and/or his/her representative should act *in loco parentis*.
- 2.6. The Parents understand that staff members are on duty in designated areas to supervise Pupils between the hours of 07:00 and 16:00 Mondays to Thursdays and 07:00 to 13:00 on Fridays during the School term, unless otherwise advised by the School for additional specified activities e.g. additional coaching, rehearsals, camps, etc. The School

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is accordingly not responsible for the safety or otherwise of Pupils who are present on the campus out of these hours, who are not participating in a specified School activity.

- 2.7. The *domicilium citandi et executandi* of the Parents is stipulated in Annexure, being the Parents chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the School to the Parents.
- 2.8. The *domicilium citandi et executandi* of the School is:
- 105 Witkoppen Road  
Paulshof  
2128
- 2.9. All legal correspondence between the Parents and the School sent by either party shall be delivered by hand, by email or by pre-paid registered post. The correspondence shall be deemed to have been received on the date of delivery or on the 7th business day after posting. In regard to all correspondence by the Parents to the School, the onus of proof of delivery shall rest on the Parents.
- 2.10. No indulgence granted by the School or any failure to enforce any of the terms of the Admission Agreement timeously shall constitute a waiver of any of its rights, and it shall not thereby be precluded from exercising any rights against the Parents which may have arisen in the past or may arise in the future.
- 2.11. The Parents agree that any change in information that they have supplied in the Admission Agreement does not invalidate the Admission Agreement and any such change will be reported in writing to the School.
- 2.12. Each term and condition contained in this Admission Agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the Admission Agreement will otherwise remain valid.
- 2.13. The Admission Agreement between the Parents and the School is governed by South African law. The Parents agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by the Parents as a liquidated debt or debts to the notwithstanding and as an exception to the Admission Agreement regarding the submission of disputes to alternative dispute resolution in clause 9.
- 2.14. 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 Parents notice of any such modifications.

**3. Specific condition**

The School advocates a holistic approach to education, based on Pupils participating in School life on a physical, spiritual, emotional, intellectual, cultural and service pillar (hereinafter referred to as the “6 pillars”). Pupils are required to participate on all 6 pillars in order to derive the full benefits of the School’s education programme. It should be noted that the School is an Anglican School and therefore the spiritual framework is guided by the beliefs and practices of the Anglican Church of the Province of South Africa. Accordingly, in making application for the Pupil to attend the School, Parents agree to and will encourage the Pupil to participate in School life on all levels and understand that this entails the Pupil participating in all compulsory School activities.

INITIALS OF SIGNATORIES

- 3.1. It should be noted that attendance of Chapel is a prerequisite of this educational approach.
- 3.2. Sports practices and fixtures, cultural events and performances, amongst others, are regarded as compulsory, whether they take place during the week or over the weekend.

**4. Payment of fees**

- 4.1. The Parents have absolute responsibility and accept joint and several liability for the punctual payment of any Fees applicable to the Pupil attending the School regardless of any bursary or sponsorship in favour of the Pupil.
- 4.2. The Parents agree that they shall be liable to pay School fees as fixed by the Council from time to time. The School fees will be reviewed from time to time and may be increased by an amount which the Council considers reasonable. The School will endeavour to give the Parents at least two calendar months’ notice of any increase in the fees due

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for a particular term. The Parents also acknowledge that School Fees are payable in advance, on or before the first day attendance for such term and that facilities exist for monthly payments. If the Parents are unclear about any of their financial obligations, the School will on request provide a written explanation. Any Fee or other moneys owing by the Parents 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 National Credit Act, 2005 ("NCA"), or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month 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 Parents default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

- 4.3. In the event of the Third-Party taking responsibility for the payment of the Fees, by the Parents' signature hereto, hereby bind the Parents jointly and severally in their personal capacity as surety and co-principal debtor with the Third Party 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. Details of Such Third Party must be recorded in the Annexure.
- 4.4. The Parents and/or the Third Party accept that the Parents/it will be liable for the payment of the Additional Fees. This includes payment for stationary, books, School tours, outings or any other goods or services required by the School to provide the Pupil adequately with the educational services in terms of this Admission Agreement. Any such additional amounts will be added to the School account, which will be payable on receipt of the invoice. The Parents are entitled to elect (at enrolment and prior to the beginning of each School year) whether to pay School fees annually, termly or monthly by debit order, the total costs of which will be set out in a fee schedule and communicated to the Parents on enrolment and in advance of any increase in School fees.
- 4.5. If any payment due by the Parents remains unpaid for a period of 30 (thirty) days after due date, the balance of the annual tuition fee shall immediately become due and payable and the School shall have the right to suspend the Pupil from attending classes without prejudice to its other rights under the Admission Agreement, including its rights to immediately institute action against the Parents for the full balance owing in terms thereof. No indulgence or grant of time by the School will constitute a waiver of its rights under this Admission Agreement or otherwise.
- 4.6. The Parents confirm that a certificate signed by the Business Manager, Finance Manager or Head showing the amount owing by the Parents or the Third-Party 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 Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 4.7. The Parents acknowledge that the inability of the Pupil to attend School, or the absence of the Pupil from School, does not relieve the Parents of the obligation to pay School fees.
- 4.8. The Parents agree to remove the Pupil from tuition at the School upon the written request from the Business manager or Finance manager in the event of any payments remaining owing to the School 30 (thirty) days after due date.
- 4.9. The Parents agree to pay a Deposit and Development Levy as a Condition of Admission, the amounts of which will be determined by the School. The Deposit, but not the Development Levy, will be refundable without interest within 60 days of the date that the Pupil leaves the School. The Deposit may be withheld in lieu of any unpaid fees or other monies owing to the School at such time.
- 4.10. The Parents agree that the Business Manager shall be entitled, without reference to the Parents, to offset any and all amounts owing by the Parents against the securing Deposit, held by the School.
- 4.11. The Parents 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.

5. **Protection of personal information**

- 5.1. By entering into this Admission Agreement, and unless the Parents at any time instruct the School expressly and in writing to the contrary, the Parents' consent is given for the School to:
  - 5.1.1. collect, store and process names, contact details and information relating to the Parents and the Pupil, and to such information being made available to other Parents, staff or responsible persons engaged or

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authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, Parents, and current Pupils as well as providing references and communicating with the body of former learners;

- 5.1.2. include photographs, with or without name, of the Pupil in School publications, or in press releases to celebrate the School's or the Pupil's activities, achievements or successes;
  - 5.1.3. supply information and a reference in respect of the Pupil to any educational institution which the Parents propose the Pupil may attend. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss the Parents or the Pupil is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and
  - 5.1.4. inform any other School or educational institution to which the Parents propose to send the Pupil of any outstanding fees;
  - 5.1.5. contact, request and obtain information from any registered credit bureau or financial services provider for the purpose of assessing the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Parents, in order to determine whether the Parents are able to pay the Pupil's fees on time; and
  - 5.1.6. furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Parents to any registered credit bureau or financial services provider for the purpose of recording the payment history between the Parents and the School and/or recording the level of indebtedness and the debt repayment history of the Parents.
- 5.2. The provision of privacy, protection of personal Information, and data protection shall at all times be regulated in accordance with the Protection of Personal Information Act 4 of 2013 ("the POPIA"), and both Parties undertake to comply with the POPIA.

## 6. **General obligations of the School**

- 6.1. Whilst the Pupil remains a Pupil of the School, the School undertakes to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by the School.
- 6.2. The School shall monitor the Pupil's progress at the School and produce regular written reports. The School will advise the Parents if there is any concern about the Pupil's progress, but the School does not undertake to be able to diagnose all learning disabilities or any other conditions. A formal assessment can be arranged either by the Parents or by the School at the Parents' expense.
- 6.3. The parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high quality education to children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for the Pupil's special educational needs, the School may elect not offer enrolment with the School or may cancel this Admission Agreement in terms of clause 1 above.

## 7. **Indemnity declaration and consent**

- 7.1. The School will endeavour to do what is reasonably required to keep the Pupil safe from harm and free of loss. The School has taken out comprehensive public liability to cover the School should it be found legally responsible for any particular loss, subject to the limitations on the School's right to an indemnity in terms of Section 103 of the School Education Act No 6 of 1995 (Gauteng Province).
- 7.2. The Parents hereby confirm that to the extent that the School's insurance policies, in force at the time, do not cover a particular eventuality, that they will indemnify and hold harmless the School and/or its staff, agents, council members or employees in respect of all loss, injury or damages, from any cause howsoever arising, with the exception of acts of wilful default or gross negligence on the part of the aforesaid Parties, which may be sustained to the Parents or the Pupil or their property or possessions, whilst on the School property or making use of its facilities or en route thereto or there from, including where transport has been organised by the School or when under School control during any School excursion, sporting event, tour, activity or outing.

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- 7.3. Unless express written notification is given to the School to the contrary, it will be deemed that the Parents' consent to the Pupil 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 to the Pupil travelling to and participating in School activities and programmes outside the School.
- 7.4. Parents will notify the School in writing should they **not** consent to their child's photograph appearing in any medium other than the annual School magazine. Options include (but not inclusively) the School's website, social media platforms, advertisements and newspapers/magazines.
- 7.5. Unless written notification is given to the School to the contrary, it will be deemed that Parents consent to, under supervision, the fingerprinting of their child for enhancing the efficiency of systems within the School. Such systems would require, for example, signing in for Hot Lunch and absenteeism.

**8. Termination and notice requirements**

- 8.1. For the avoidance of doubt, this Admission Agreement will terminate when the Pupil completes the School's curriculum unless otherwise terminated on the terms of this Agreement.
- 8.2. Parents have the right to cancel this Admission Agreement at any time, for any reason, provided one full School term's notice is given in writing before a Pupil is withdrawn from the School, or a full term's fees (including Additional Fees pro-rated for the term) will be paid in lieu of notice and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the Parents have elected to pay annual School fees 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 appropriate notice. This applies to a Pupil not returning in the following academic year, except for those Pupils who are in Grade 7 or if the School recommends that the Pupil transfers to another School.
- 8.3. The School also has the right to cancel this Admission Agreement at any time, for any reason, provided that it gives the Parents a full term's notice, in writing, of its decision to terminate this Admission Agreement. At the end of the term in question, the Parents will be required to withdraw the Pupil from the School.
- 8.4. Without prejudice to the School's other remedies, the School may cancel this Admission Agreement immediately and has no obligation to return any Deposit or interest thereon or pre-paid fees to the Parents if the Parents or Pupil commits a material breach, as set out below, and have not (in the case of a breach which is capable of remedy) remedied the material breach within seven (7) business days of a notice from the School requiring remedy of such breach, and in addition the School may claim payment of all moneys then owing and damages equal to one term's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy.
- 8.5. For purposes of this Admission Agreement, a material breach is considered to exist where the Parents or the Pupil (as the case may be):
  - 8.5.1. Breaches the terms set out in the Admission Agreement;
  - 8.5.2. Fails to uphold the Policies of the School;
  - 8.5.3. Fails to pay any Fees when due;
  - 8.5.4. Fails to fulfil all legal requirements necessary for the Pupil to attend School in South Africa, if any of these legal requirements apply to the Pupil, for example, failure to obtain a valid study permit for the Pupil if he/she is a foreign citizen; or
  - 8.5.5. Acts in such a way that the Parents and/or the Pupil become unreasonably uncooperative with the School and in the opinion of the Head, the Pupil's behaviour negatively affects the Pupil's or other Pupil's progress at the School, the well-being of School staff, or brings the School into disrepute.
- 8.6. On termination of the Admission Agreement for any reason whatsoever, the Parents undertake to make arrangements for the Pupil's attendance at an alternate School and to pay any outstanding monies.
- 8.7. The Parents agree to pay on demand all claims, damages, awards, interest charges, expenses, tracing costs, collection fees and judgement costs (including attorney and own client costs), which are connected with the School enforcing its rights in terms of the Admission Agreement.

8.8. The Parents accept liability for any loss or damage suffered by the School as a result of any negligent act or misconduct on the part of the Pupil, in circumstances where there is no liability on the part of the School. This provision is to ensure that costs incurred due to a negligent act or misconduct omission of the Pupil, which costs are not costs which the School is obliged to incur at law, are not passed on to the School and in turn to the Parent body as a whole.

9. **Alternative dispute resolution clause**

9.1. Any dispute concerning or arising out of the Admission Agreement must be resolved in terms of this clause.

9.2. Either Party must first seek an amicable resolution by written notice (indicating also that Party's designated representative) to the other, whereupon each will within five working days of the notice refer the dispute to a designated representative to negotiate and resolve with the other within fifteen working days.

9.3. If negotiation fails, either Party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa or its successor or body nominated in writing by it in its stead ("AFSA") or its successor or body nominated in writing by it in its stead

9.4. If mediation fails, either Party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by Admission Agreement by the parties, failing which within ten days of the referral by AFSA) as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA.

9.5. This clause will not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.

9.6. This Clause 9 is separate and divisible from the rest of this Admission Agreement and will remain in effect even if the Admission Agreement terminates, is nullified, or cancelled for any reason.

10. **Jurisdiction and governing law**

The contract between the Parents and the School is governed by South African law. The Parents agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by the Parents 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.

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## Section C

### **Code of Conduct**

#### **1. Introduction and objectives**

A certain standard of conduct is expected from the Parents, Teachers and the Pupils. To sustain a healthy learning environment, it is important that these parties to the education relationship acknowledge their respective responsibilities and conduct themselves accordingly.

The Code of conduct strives to provide a framework for orderly and purposeful education, but with enjoyment and fellowship with peers as an added advantage. It indicates the broad standards of behaviour that are expected of all Parents and Pupils at the School, and encourages a responsible and self-disciplined approach, rather than a punitive one based on fear.

It should also be noted that the Code of conduct may also have a bearing on the behaviour of the Pupil outside of normal School hours, should the Pupil's conduct impact negatively on the teacher/Pupil relationship or reflect badly on the School.

#### **2. General conduct expected of Teachers**

The School prides itself on selecting the best possible staff in order to fulfil its mission towards the Pupils. Over the decades of its existence, it has evolved a formidable ethos and culture of applying best practice in its educational programmes. All staff are required to act in accordance with the ethos and to abide by the School's Code of conduct for staff. In addition, academic staff members are bound by the South African Council of Educator's (SACE) Code of Professional Ethics, membership of which is obligatory for all teachers/educators and which requires, *inter alia*, that Teachers undertake to:

- 2.1. be punctual, well prepared and professional in their approach to education;
- 2.2. refrain from any expression of negative attitudes regarding race, religion, gender, personal beliefs, sexual orientation, cultural traditions or appearance (in accordance with clauses 3.1., 3.2., 3.5. and 3.7 of the [SACE Code of Professional Ethics](#).);
- 2.3. manage Pupil performance effectively and motivate children to achieve realistic and meaningful personal educational goals;
- 2.4. be sensitive to the needs of their Pupils and address learning difficulties in a positive manner;
- 2.5. praise, encourage and grow children in the spirit of positive education principles;
- 2.6. create a classroom climate which is based on a learning partnership which makes education both relevant and stimulating;
- 2.7. set a positive example for their Pupils to follow;
- 2.8. administer discipline correctively and with dignity when necessary.

Since its founding, the School has selected staff members with the greatest care and sought to ensure that their interaction with Pupils promotes the best interests, well-being, safety and success of each Pupil as far as they possibly can.

#### **3. General conduct expected of Parents**

The School prides itself on having good relations with the Parents of Pupils. While Parents may expect the School and its Teachers to provide the best education possible with the resources available to the School, Parents must also accept the responsibility to help the School achieve this goal.

Parents are required to:

- 3.1. ensure that the Pupil understands the Code of Conduct and complies with the terms thereof;
- 3.2. actively support the efforts of the School and its teachers to teach the Pupil;
- 3.3. Inform the School in writing, prior to admission and enrolment, of any special educational needs of the Pupil known to the Parents,
- 3.4. involve themselves as far as they are able, to support the Pupil and the School to contribute to the improvement of the Pupil's progress and the Schools' education process and learning environment;
- 3.5. treat the members of staff/employees of the School with respect at all times;

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- 3.6. encourage the Pupil to participate fully in the School and extra-mural activities;
- 3.7. participate in the learning process and assist the Pupil with homework and give appropriate support at home, provide encouragement, check results and communicate freely with the School;
- 3.8. not expect the School to meet the Pupil's every need and work with the School to overcome any behaviour of the Pupil which negatively impacts on the learning environment;
- 3.9. ensure that the Pupil is in attendance at all compulsory attendance functions and activities, and that the School's timekeeping requirements are observed;
- 3.10. support the disciplinary structures and procedures of the School in the interests of maintaining an orderly and positive educational environment;
- 3.11. parents are expected to conduct themselves courteously at sports fixtures and refrain from making disparaging remarks about referees, judges or players. Coaching from the side or interfering with the coaches is not permitted and good play should be applauded and encouraged on both sides;
- 3.12. understand that Parents, and not the School, are primarily responsible for laying down a moral, ethical and disciplinary framework within which the Pupil must conduct him/herself;
- 3.13. encourage the Pupil to adopt a responsible and self-disciplined approach to all School related activities;
- 3.14. supervise the Pupil in his/her use of technological equipment, including cell phone usage and internet access. Access to undesirable information and material can affect the wellbeing and behaviour of a Pupil and his/her peers;
- 3.15. in the interests of the Pupil's well-being, Parents must keep the School informed of matters which affect the Pupil including health, family matters, welfare, traumas etc.;
- 3.16. maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where the Pupil's interests require the Parents to do so;
- 3.17. refrain from disparaging remarks about the school/teachers to other Parents;
- 3.18. The Head may in his or her discretion require the Parents to remove or may suspend the Pupil if the Parents behaviour is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of the Pupil or of another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.

**4. General conduct expected of Pupils**

Pupils are required to:

- 4.1. recognise that they have responsibilities to their Parents, the School, teachers, their fellow Pupils and themselves;
- 4.2. refrain from behaviour which brings the good name of the School into disrepute;
- 4.3. comply with the School rules and instructions given by the teachers and Head of the School;
- 4.4. behave responsibly, not endanger the safety and welfare of others and be accountable for their actions;
- 4.5. adopt a responsible and self-disciplined approach to all School related activities;
- 4.6. use technological equipment, including the internet on and off campus and cell phones off campus, in a responsible and considerate manner;
- 4.7. respect and care for the property of the School and others;
- 4.8. maintain sound relations with others at the School, be courteous and respect the dignity and self-worth of others;
- 4.9. be punctual and observe the timekeeping practices of the School;

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- 4.10. demonstrate a positive attitude towards the opportunity to learn and be diligent in their efforts to learn;
- 4.11. behave honestly and conduct themselves with integrity;
- 4.12. accept legitimate punishment and disciplinary action taken against them as being both necessary and corrective;
- 4.13. take care of their environment.

5. **Rights and responsibilities of Pupils**

<b>Pupils' rights</b>	<b>Pupils' responsibilities</b>
<ul style="list-style-type: none"> <li>• Pupils have the right to move about the School without being laughed at, pushed, threatened or harmed in any way, either verbally or physically.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to not ridicule, hit, push, or in any way harm, verbally or physically, other people in the School.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to be treated in a courteous manner.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to treat others in a courteous manner.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to be treated with respect and fairness, irrespective of my race, creed, intelligence, gender, physical prowess, language, shape, size, whether or not they may be different from the majority.</li> </ul>	<ul style="list-style-type: none"> <li>• Pupils are responsible to treat all people with respect and fairness even though they may differ in some way from themselves or the majority.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to expect their property to be safe within the School.</li> </ul>	<ul style="list-style-type: none"> <li>• Pupils are responsible to treat other people's property with respect and not damage, remove, use without permission or steal the property of others. They need to look after their own property responsibly.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to learn in pleasant, well-kept surroundings that are free from noise and litter pollution.</li> </ul>	<ul style="list-style-type: none"> <li>• Pupils are responsible of treating their surroundings with respect, and not contribute to any kind of pollution within the School.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to attend to their School work without interference of any kind from other Pupils.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility not to interfere with or distract other Pupils from their work.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to be taught by teachers who are fair, competent and sympathetic to my needs.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to co-operate and comply with the instructions of the staff.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to be treated in an appropriate way by all members of the St Peter's community at all times.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to act in an appropriate way at all times. Pupils will treat others as they would like to be treated themselves.</li> </ul>
<ul style="list-style-type: none"> <li>• Should a Pupil feel unhappy or concerned about some person in, or aspect of, the School, they have the right to approach someone in authority about their concerns and to expect some action to be taken, if deemed necessary by the School.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to approach someone in authority should they have concerns about someone in, or some aspect of the School, rather than to take their own, independent action.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to wear the School uniform.</li> </ul>	<ul style="list-style-type: none"> <li>• It is the Pupil's responsibility to wear the School uniform with pride, in good repair and in the correct manner at all times.</li> </ul>
<ul style="list-style-type: none"> <li>• Pupils have the right to use the School's facilities during term time.</li> </ul>	<ul style="list-style-type: none"> <li>• Pupils have the responsibility to look after and respect all the facilities that the School offers them.</li> </ul>

## 6. School rules

The School rules set out certain specific behaviour/conduct expected of Pupils and should be read in conjunction with the general conduct expected of Pupils set out in paragraph 4 above.

The School rules attempt to instil orderliness, safety awareness, self-discipline, honesty, commitment, respect, fair play and responsibility.

Maintaining discipline and ensuring orderly classroom behaviour is an integral part of every teacher's job. The onus therefore lies with the School's management and/or teachers to apply the rules in an effective and equitable manner in the interests of the well-being of the School and all its stakeholders.

The following specific rules are not exhaustive and define the behaviour expected of Pupils. Pupils must be advised of these rules and are bound to comply with the rules.

### 6.1. Timekeeping and being on time

Pupils are expected to be punctual for all School activities.

### 6.2. Chapel/Assembly

Chapel and Assembly are compulsory for all Pupils in the relevant grades. Participation is encouraged, but tolerance is shown to those of non-Christian faiths, who must attend the chapel services and assemblies, and respect the occasion, but need not themselves participate.

### 6.3. Maintenance of property and tidiness

6.3.1. All Pupils are expected to look after School property and to respect the property of others. School desks should be kept tidy. Litter may not be dropped anywhere.

6.3.2. No ball games may be played in the vicinity of any building or parking area without permission. Trees may only be climbed with permission.

6.3.3. All clothing and any personal belongings brought to School are to be marked.

6.3.4. On no account may any large sums of money or any other expensive items be brought to School unless required for School purposes.

### 6.4. Smartphones/ICT Devices

It is an offence for any Pupil to be in possession of and/or use a smartphone on the School grounds or whilst participating in any School sporting event, excursion, tour, activity or outing, without the permission of a staff member, unless the smartphone belongs to an adult and is used under their supervision. Devices required for after-hours use must be lodged at reception.

### 6.5. Absences

6.5.1. No Pupil may be absent from School without the prior permission of the class teacher or Housemaster/Housemistress. In the event of illness, the School must be notified before 08:00 that morning and a letter or doctor's note must be sent on his/her return to School, should absences exceed one day.

6.5.2. Absence from School on account of holiday arrangements is not encouraged, although the Head, Head of Middle School or Head Junior Prep/Pre-Prep, as the case may be, may be approached where special reasons pertain.

6.5.3. Parents are requested to notify the School if the Pupil has an infectious illness; in these circumstances, the Pupil will only be allowed to return to School when the Pupil has been away for the full period recommended by a Medical Officer of Health.

### 6.6. Attendance

6.6.1. All Pupils must remain on the School grounds during School hours and may only leave the School grounds with a Parent or the person designated by the Parent to be responsible for such Pupil having obtained a gate pass from the School office, or when under School control during any School excursion, sporting event, tour, activity or outings;

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6.6.2. Pupils must be present at all assemblies, lessons and games sessions and may only absent themselves from a lesson, games session, or any other activity, with the express permission of the relevant teacher or member of staff.

6.6.3. All Pupils are to keep within the School boundaries during School hours.

**6.7. Participation**

6.7.1. It is the School's policy to encourage all Pupils to participate fully in the life of the School: academically, extramurally and culturally.

6.7.2. School assemblies are held in the Chapel or other designated areas and, while participation in the praise and worship aspect of proceedings is not compulsory, behaviour conducive to the acknowledgement of the formality of the occasion is expected.

6.7.3. Some School sports are compulsory from Grade 1 in the Boys Prep and Grade 2 in the Girls Prep, and this may involve practices and matches on weekday afternoons and/or Saturday mornings.

6.7.4. When Pupils have opted to attend games or any other School activity, they will be deemed to have made a commitment and may only be excused by a note from their Parents which has been duly approved by the relevant teacher, coach or Housemaster.

6.7.5. If games or activities are interrupted because of bad weather, the Pupils will be supervised until the normal finishing times or may be fetched early by arrangement with the staff member in charge.

**6.8. Breakages and damages**

Any wilful damage to, or breakage of the School property, or the property of others at the School, is a serious offence. Any accidental breakage must be reported immediately to a member of staff.

**6.9. Eating and breaks**

6.9.1. Eating and drinking may only take place during the designated break times, and outside the classrooms, unless supervised by a staff member;

6.9.2. All classrooms are out of bounds at break-times and after the end of academic classes without permission or supervision.

**6.10. Transport and travelling**

Pupils are expected to act sensibly when travelling to and from School, or while travelling on School business. Seat belts must always be worn. No objects may be thrown or discarded from the vehicle.

**6.11. Classroom behaviour**

Pupils are expected to present a positive work ethos in the classrooms. Courteous and sensible behaviour is expected at all times.

**6.12. Bags and containers**

School bags should be named and stored appropriately in lockers or other specified areas. They may not be left lying around the classrooms or grounds.

**6.13. Behaviour in the School grounds**

6.13.1. No running is permitted in corridors;

6.13.2. Earth, stones, sticks, etc. may not be thrown;

6.13.3. In summary, Pupils are expected to behave sensibly and courteously in and around the School grounds.

**6.14. Out of bounds areas**

The following are out of bounds areas for Pupils at all times, unless they have specific adult permission or supervision:

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- 6.14.1. Swimming pool enclosures
- 6.14.2. Building sites
- 6.14.3. Computer room
- 6.14.4. Library
- 6.14.5. Staff housing
- 6.14.6. Offices
- 6.14.7. Staff room
- 6.14.8. Pavilions
- 6.14.9. Area beyond Mvukuzane field and dams
- 6.14.10. Girls, Boys or Pre-Prep schools (during day for opposite gender) – except for scheduled/timetabled activities
- 6.14.11. Workshop
- 6.14.12. Kitchen
- 6.14.13. STEM lab/Innovation & Design Room
- 6.14.14. Music and Art Room
- 6.14.15. Halls
- 6.14.16. Car Parks – other than pavements and waiting areas

**6.15. Books and homework**

- 6.15.1. Homework is to be completed timeously, properly and neatly.
- 6.15.2. All books belonging to the Pupils should be covered, named and kept in good order.

**6.16. Courtesy and Good Manners**

Pupils are required to behave courteously and respectfully towards all adults.

**6.17. Hairstyles and personal hygiene: Refer to relevant policies**

- 6.17.1. Boys' hair must be short and off the collar and ears – no steps or fashion statement haircuts are permitted.
- 6.17.2. Girls are expected to keep their hair neat and tidy at all times when in School uniform. Shoulder length or longer hair is to be tied back using regulation hair accessories, namely navy or brown headband/Alice band, navy or checked "scrunchie", brown, navy or silver clips or brown, navy or black elastics.
- 6.17.3. Pupils are not allowed faddish hairstyles. Dyed, highlighted or coloured hair is prohibited. Boys and Girl Pupils are referred to the respective Hair Policies available on request.

**6.18. Uniform**

- 6.18.1. Pupils are expected to look smart at all times when wearing the St Peter's Prep Schools uniform or sports attire on or off campus.
- 6.18.2. When Blazers are required, they must be worn when arriving and leaving School. They are required for Eucharist, special functions and at the beginning and end of term.
- 6.18.3. Full School uniform "Greys" must be worn by boys and girls in the Senior Prep School (Gr. 3-7) during the winter term.

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6.18.4. Hats should be worn for all outdoor activities and breaks.

**6.19. Jewellery**

While the school does acknowledge that the wearing of certain items of jewellery may be part of an expression of a particular faith or culture, such expression should not be regarded as a fashion statement in any way and items should be hidden if possible and should be discreet if they are visible.

**6.20. Bathrooms and hygiene**

6.20.1. Pupils are expected to use the bathrooms, including the toilets sensibly and to leave them in good order.

6.20.2. Pupils are not to loiter or play in these areas.

**6.21. Initiation Practices**

The School makes use of induction programmes which increase a sense of belonging, self-confidence and impart information about the School. It does not tolerate any initiation processes which are degrading, humiliating or shaming.

**6.22. Erotic material and undesirable material/objects**

It is a serious offence for any Pupil to be in possession of any erotic or other undesirable material or objects or to access such material by electronic means on the School grounds or whilst participating in any School sporting event, excursion, tour, activity or outing.

**6.23. Smoking, alcohol or other substances**

It is a serious offence for any Pupil to be in possession of, or consume, alcohol or any illegal substances or to smoke tobacco/vaping products while on the School grounds or whilst participating in any School sporting event, excursion, tour, activity or outing or while wearing their School uniform.

**6.24. Weapons**

It is a serious offence for any Pupil to have a weapon at School, unless specifically approved by the Headmaster/Headmistress as it relates to some School activity.

**6.25. Intimidation**

Intimidation or bullying of any sort (physical or emotional) is a serious offence.

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## Section D

### ***Disciplinary Procedure/ Procedures for Restorative Justice.***

#### **1. General approach**

To ensure that the School has a consistent and fair approach to Pupil discipline, the School has developed the following Disciplinary procedure for Pupils.

While discipline is intended to correct inappropriate behaviour, positive recognition and reward is acknowledged as the first resort for sustained acceptable behaviour and achieving potential. The School fully supports the principles of fair discipline and the consistent application of appropriate and corrective disciplinary measures where necessary.

Should expected norms of conduct not be met by any Pupil, corrective action will be initiated by the School's management and/or teachers as set out in the Disciplinary procedure. The Disciplinary procedure is issued to ensure that corrective action and discipline is administered consistently, promptly and fairly. Corrective action may or may not include the application of formal disciplinary measures, any formal steps being applied in order to prevent further occurrences of unacceptable behaviour or to restore the Teacher/Pupil relationship.

The teacher(s), chaplain and the Head, or their delegates, as the case may be, are entitled to apply action that they believe is appropriate in the circumstances, within the guidelines provided by the Admission Agreement. The disciplinary measure or penalty applied in response to the Pupil's misconduct will therefore generally require the teacher or Head to exercise judgement in deciding on the appropriate and fair action to be taken.

It is impossible to list every possible rule infringement in the Admission Agreement. The Admission Agreement therefore sets out the broad principles of fair discipline at the School.

The Code of Conduct and Disciplinary Procedure is not intended as an exhaustive guideline of the conduct/rules which a Pupil is intended to comply with, or the steps to cope with all disciplinary-related issues. Rather, it is intended to indicate fundamental values and principles according to which Pupils are expected to conduct themselves, as well as a framework within which corrective action and discipline can effectively be implemented by the School.

#### **2. Infringements**

Various types of disciplinary infringements, and the sanction recommended to be taken when such infringement occurs, have been categorised into type 1, 2 and 3 infringements, and are set out in section 6 below.

#### **3. Disciplinary action**

Various forms of informal and formal disciplinary measures may be initiated by the School. The severity of the action taken by the School will depend on the circumstances, the seriousness of the infringement and any mitigating or aggravating factors being of relevance.

In applying disciplinary consequences to children who transgress, the school is cognisant that age plays an important part. Children entering the Pre- and Junior Preps, are of the age that they still view the world in a partly or wholly egotistical way. They are only just beginning to recognise that others have similar needs and desires and are beginning to experience the joy of belonging to a group. They are continuing to imitate adults whom they perceive as being 'in charge' as consequence of the ability to enforce rules on children. As they begin to understand the existence of social conventions and accepted behaviour, they continue to test the adults and peers around them with behaviour and opinions in order to determine the limits of their independence, within acceptable norms. As such, the consequences meted out to young children will not necessarily be severe as to older Pupils. They require explanation, understanding and guidance as to what is and what is not acceptable. In cases where repeated interventions do not result in cessation of the behaviour, and or when Parents fail to abide by the School's recommendations, harsher sanctions will be applied in accordance with the Code of Conduct.

##### **3.1. Informal disciplinary action**

Informal disciplinary action that may be applied by the School includes:

- 3.1.1. Reprimand or counselling by a teacher, Housemaster/mistress or a member of the Executive;
- 3.1.2. Daily support cards signed by Head or delegated teacher to track daily behaviour and attitude;
- 3.1.3. No contact contracts are occasionally used for social challenges a child may be experiencing;
- 3.1.4. Detention or time punishment;

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3.1.5. School service activities;

Infringements that are not considered serious, or do not require formal disciplinary action in the opinion of the Pupil's responsible teacher, can be dealt with directly by the teacher, without the consent of the Executive or the School Headmaster/Headmistress, as the case may be.

Informal disciplinary action is not generally recorded on the Pupil's record but may still require communication with the Parents

3.2. **Formal disciplinary action**

Formal disciplinary action that may be applied by the School, or any combination thereof, includes:

- 3.2.1. A recorded warning or demerit;
- 3.2.2. Contact Parents and an interview with Parents, generally after the conducting of an investigation by the School;
- 3.2.3. Removal of a privilege(s);
- 3.2.4. School service or community service activities.
- 3.2.5. Suspension from class or school for a period of time, depending on the transgression in order to complete a reflective task in line with our philosophy of restorative justice;
- 3.2.6. Suspension for a period from class, specific activities or from attending the School, pending the convening of a formal disciplinary hearing, and/or as a form of corrective action; suspension may be assigned without a disciplinary hearing with the Admission Agreement of the Parents;
- 3.2.7. Expulsion, as a last resort in the case of serious or repeated misconduct, usually after the conducting of a disciplinary hearing, unless a hearing is declined by the Parents;
- 3.2.8. Discipline will, wherever feasible and effective, be applied purposefully. Repeated committing of a similar or related offence will result in incrementally more severe action being taken, particularly where a clear pattern or trend is indicated by the Pupil's continued misconduct. A serious first incident may, however, justify a severe penalty, and mitigate against the imposition of a lesser form of action;
- 3.2.9. Warnings/demerits issued by the School will be noted on the Pupil's record. Copies of warnings/demerits issued will also be provided to the Parents. Parents will be informed of the issue of the demerit.

3.3. **Disciplinary action process**

When an infringement occurs, which may require formal disciplinary action, the teacher concerned (or another complainant, such as a Parent) will initiate the disciplinary process by reporting the incident to a Housemaster/mistress or Executive member. A report or complaint may be supplemented by any additional information or statements to clarify or adequately detail the facts surrounding the alleged infringement.

If warranted by the nature of the infringement/misconduct, the teacher and/or the Executive will investigate the complaint and alleged infringement to gather information and to decide on the appropriate corrective measures to be taken. The Head may assign a specific team to conduct the investigation. This assessment usually takes the form of an informal investigation, which generally includes an opportunity for the Pupil to "state his/her case" in response to the complaint.

The Head or the teacher(s) involved may consult with the Disciplinary committee in order to decide on appropriate corrective action. The Disciplinary committee represents different viewpoints and constituencies in order to maintain as balanced a view as possible in recommending an appropriate penalty. The Disciplinary committee comprises all or some of the following: the Head, the Deputy Head, The Directors of Academics, Sports and Pastoral Care, a Housemaster, a Foundation Phase representative and the School psychologist.

If deemed appropriate, an interview with Parents will be conducted.

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If, after investigation:

- 3.3.1. the infringement is confirmed but is considered to be of a nature that does not require a formal disciplinary hearing, the responsible Teacher/Housemaster/Executive member may counsel the Pupil and issue the appropriate penalty, warning or consequence to the Pupil(s) concerned;
- 3.3.2. the infringement is confirmed and is considered to be of a serious nature, it will be referred for a formal disciplinary hearing.

**3.4. Formal disciplinary hearing (“hearing”)**

Category 1, or in the case of repeated category 2 and/or 3 infringements and prior disciplinary action not having its expected effect will be referred for a disciplinary hearing.

A notification of a hearing will be given to the Parents of the Pupil concerned. This notification must provide sufficient information to ensure that the Pupil and Parents are properly informed of the alleged complaint, the seriousness of the allegations, and the School’s intention to convene a hearing to investigate the infringement.

The Parents will be notified of the hearing at least 48 hours (two working days) before the scheduled hearing.

Please note that –

- 3.4.1. the Pupil may be suspended pending the hearing if this is considered appropriate, bearing in mind the circumstances, the right to education and the seriousness of the alleged misconduct, and other parties who may be involved. The suspension of the Pupil will be indicated in the notification to the Parents, the period of suspension preferably not exceeding a period of five School days;
- 3.4.2. the Pupil and his Parents must be advised that they are expected to attend the hearing, as their non-attendance may prejudice the Pupil’s case, resulting in the hearing being held in their absence, and a decision being made without their involvement;
- 3.4.3. the Pupil and Parents must also be advised of the serious nature of the allegations, and the possibility of formal and severe disciplinary action being taken should the Pupil be found guilty of the allegations made against him/her;
- 3.4.4. legal representation at a disciplinary hearing is not permitted, unless the School and the Parents mutually agree that it is appropriate for both parties to be professionally represented;
- 3.4.5. the conducting of the hearing is of great importance and must be chaired by an objective member of the Executive of the School, or a suitably qualified and experienced third party. The hearing chairperson will be responsible for leading and managing the hearing process, and making the critical decisions as to the guilt or innocence of the Pupil relative to the allegations made;
- 3.4.6. the appropriate penalty/action to be taken, after due consideration of mitigating and aggravating factors.

After the completion of the hearing, any penalty decision made (i.e. whether to impose disciplinary action or not) should be formally communicated to the Parents and supported in writing by the hearing chairperson. This notification must include a reminder that the Pupil has the right to review/appeal against any action decided upon, within five days of the hearing’s outcome being communicated.

*NB. Copies of all disciplinary documentation will be retained by the School for record and safekeeping purposes.*

**4. Review/appeal process**

**4.1. Review process**

The Parents have the right to request a review against any formal disciplinary action imposed by the School. The granting of a review against a decision of the chairperson of a hearing, only entitles the Pupil to a review of the finding of the hearing and all the matters raised at the disciplinary hearing will not be “re-heard”. No new information may be introduced at the review hearing. The review procedure is limited to reviewing the decisions made at the hearing and is based on the grounds and motivations lodged in the review motivation.

Typical grounds for such a review may include:

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- 4.1.1. the disciplinary procedure was not properly followed;
- 4.1.2. the decision on guilt was not considered correct or fair;
- 4.1.3. the decision regarding action to be taken was considered inappropriate;
- 4.1.4. mitigating factors were not properly considered;
- 4.1.5. the hearing chairperson was considered to be biased, did not apply his/her mind, or supposedly made a subjective decision;
- 4.1.6. the Pupil was not in a position to properly present his/her case.

The Parents wishing to request a review must motivate their request in writing, detailing in full their grounds for the review. The request for the review must be submitted to the Headmaster/Headmistress of the School within five days of the hearing chairperson's decision having been communicated to the Parents, so as not to delay proceedings.

If after assessing the request for a review, it is deemed appropriate to proceed with a review hearing, the School will elect a new chairperson, who must be an objective member of the Executive of the School, or suitably qualified and experienced third party. The hearing chairperson will be responsible for leading and managing the review process and making the critical decisions.

The review should wherever possible be conducted within five School days of receipt of the review motivation, in accordance with the principles highlighted in above.

If the Pupil has been suspended or expelled pursuant to the findings of the hearing, the submission of the request for a review will not affect the suspension/expulsion which will remain in effect until the review process has been concluded. In the case of any other formal disciplinary action being imposed by the hearing Chairperson, the imposition of such action will be held in abeyance pending completion of the review process.

The conclusion of the School's review procedure is the final step in the School's disciplinary process and marks the exhaustion of internal disciplinary measures.

#### 4.2. **Appeal process**

Should substantial new and relevant evidence come to light after the hearing, the Parents have the right to request an appeal against the formal disciplinary action imposed by the School.

The granting of an appeal against a decision of the chairperson of a hearing, entitles the new and relevant evidence to be introduced and the matter will be "re-heard".

The Parents wishing to request an appeal must motivate their request in writing, detailing in full their grounds for the appeal. The request for the appeal must be submitted to the Head within five days of the hearing chairperson's decision having been communicated to the Parents so as not to delay proceedings.

If after assessing the request for a review, it is deemed appropriate to proceed with an appeal hearing, the School will elect a new chairperson, who must be an objective member of the Executive of the School, or suitably qualified or experienced third party. The hearing chairperson will be responsible for leading and managing the appeal process and making the critical decisions.

The appeal should wherever possible be conducted within five school days of receipt of the appeal motivation in accordance with the principles highlighted above. If the Pupil has been suspended or expelled pursuant to the findings of the hearing, the submission of the request for an appeal will not affect the suspension/expulsion which will remain in effect until the appeal process has been concluded. In the case of any other formal disciplinary action being imposed by the hearing Chairperson, the imposition of such action will be held in abeyance pending completion of the appeal process.

The conclusion of the School's appeal procedure is the final step in the School's disciplinary process and marks the exhaustion of internal disciplinary measures.

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**5. Collective disciplinary action**

- 5.1. The disciplinary procedure is principally designed to deal with instances of misconduct by individual Pupils. Alleged misconduct by a group of pupils, usually acting in concert with one another, or where the infringements are of a similar nature or objective, is considered as being collective misconduct.
- 5.2. Generally, collective misconduct is more effectively dealt with on a collective basis. An investigation into the alleged misconduct may be conducted with regard to all of the Pupils concerned. A single disciplinary hearing can then be conducted with the Pupils concerned, with their Parents present.
- 5.3. The same procedures as provided for above are followed in a collective situation. In a collective disciplinary hearing, however, individual Pupils must still be provided, during or immediately after the hearing process, with the opportunity of demonstrating that their own circumstances may be different to that of other Pupils or the group involved, and of showing why they should be treated differently.
- 5.4. In certain cases, however, it might be considered appropriate by the School to conduct separate investigations or hearings with individual Pupils. The School reserves its right to exercise its option to conduct individual or collective procedures.

**6. Disciplinary infringements and recommended sanction**

- 6.1. The Head may, at his/her discretion, require the Parents to remove or may suspend or expel the Pupil from the School, if he/she considers that the Pupil's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Head the Pupil's removal is in the School's best interests or those of the Pupil, other Pupils or the wider School community. In this case, the Parents will be asked to remove the Pupil either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form, as is reasonable under the circumstances. The School will not be required to give the Parents a full term's written notice under these circumstances. Should the Head exercise this right, the Deposit will be forfeited. However, any prepaid fees will be refunded to the Parents.
- 6.2. The School rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Pupil may be expelled or suspended for offences which are not included in these examples. In particular, the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Pupil, or the circumstances of the case otherwise justify such action.
- 6.3. Certain infringements set out below envisage that the misconduct may take place by the Pupil in person or by way of the use of technological devices e.g. a cell phone, internet etc.

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	Type or nature of infringement/misconduct	Guideline: Recommended penalty		
		First offence	Second / repeated offence	Subsequent offence
	<b>Type 1 misconduct</b>  ("Zero Tolerance Offences which could lead to immediate expulsion")			
1.	<ul style="list-style-type: none"> <li>1. Violent, abusive or threatening behaviour (verbal or physical)</li> <li>2. Fighting, battery or assault (threatened or actual)</li> <li>3. Repeated victimisation, bullying or initiation of any sort</li> <li>4. Transferring, using or being in possession of a dangerous weapon, fireworks, explosives or any object that may be considered as being potentially dangerous (at School or at School events)</li> <li>5. Intimidating or wilfully interfering with others (attempted or actual)</li> <li>6. Inciting, advising or rewarding others to perform violent, offensive or threatening acts</li> <li>7. Any "gang" related activity that may threaten the safety or welfare of others (at School or at School events, or in relation to School)</li> <li>8. Harassment – behaviour or social media messaging which is demeaning and/or hurtful (racial, cultural, religious or sexual)</li> <li>9. Issuing a bomb threat or arson (attempted or actual)</li> <li>10. Behaviour that may pose a danger to the safety and welfare of others (at School or at School events, or in relation to School)</li> </ul>	Suspension and hearing followed by suspension or expulsion		
2.	<ul style="list-style-type: none"> <li>1. Being in possession of, or under the influence of alcoholic, hallucinogenic or dangerous/prohibited substances, or distributing, storing or consuming any of these substances (at School or at School events)</li> <li>2. Strong suspicion of habitual use (abuse) or regular use of drugs or alcohol at School or at School events</li> </ul>	Counselling/ suspension and hearing followed by suspension or expulsion		
3.	<ul style="list-style-type: none"> <li>1. Being in possession of another's property without their knowledge or consent, or attempting to remove another's property without consent or their knowledge</li> <li>2. Theft or attempted theft</li> <li>3. Sale of another's/stolen property</li> </ul>	Suspension and hearing followed by suspension or expulsion		

4.	<ol style="list-style-type: none"> <li>1. Serious dishonesty (actual or intended)</li> <li>2. Cheating, copying or tampering with test or exam results, reports or assignments</li> <li>3. Being in possession of or distributing material or information that may give an advantage in a test or an exam</li> <li>4. Extortion, bribery, corruption or fraud (attempted or actual)</li> <li>5. Being an accomplice to, colluding, conspiring, assisting/abetting or instigating dishonesty, fraud, or theft</li> <li>6. Inciting, advising or rewarding others to be dishonest or to cheat</li> <li>7. Serious breach of School security procedures, unreasonably refusing to submit to a search</li> <li>8. Off-site criminal misconduct that disrupts or substantially damages the School/Pupil relationship and the educational process</li> </ol>	Suspension and hearing followed by suspension or expulsion		
5.	<ol style="list-style-type: none"> <li>1. Obscene, indecent or sexually explicit behaviour or gestures, or attempts to make unwanted physical contact</li> <li>2. Sexual harassment, inappropriate sexual innuendos or graphic comments</li> <li>3. Intentional and offensive, insulting, abusive, racist or lewd behaviour</li> <li>4. Storage, creation, sale or distribution of pornographic, obscene or offensive material, publications, symbols, email, text, SMS, MMS, cartoons or objects</li> </ol>	Suspension and hearing followed by suspension or expulsion		
6.	<ol style="list-style-type: none"> <li>1. Malicious or wilful damage to School or others' property</li> <li>2. Unauthorised occupation of any School property or facility or having the effect of depriving others from using this property or facility. Preventing or seeking to prevent free assembly by others on the School's property, without School permission</li> <li>3. Blocking off any entrances or exits to or from the School premises, with the intention or effect of interfering with free access/egress by others</li> <li>4. Participating in or supporting industrial or protest action, preventing Pupils from attending School activities</li> </ol>	Suspension and hearing followed by suspension or expulsion		
7.	1. Actions that expose others to serious danger or injury, or expose the School to potential accidental	Counselling/ suspension and hearing		

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	<p>loss or damages - whether due to wilful or negligent acts</p> <p>2. Unsafe acts or behaviour that endangers the safety and welfare of others</p>	followed by suspension or expulsion		
8.	1. Serious misconduct or actions that may bring the reputation of the School, Pupils or other stakeholders into disrepute	Counselling/ suspension and hearing followed by suspension or expulsion		
9.	1. Any other misconduct considered to be very serious and possibly justifying expulsion as a first offence.	Counselling/ suspension and hearing followed by suspension or expulsion		

<b>TYPE 2 INFRINGEMENTS</b>				
10.	<p>1. Playing of obscene, insulting or demeaning games</p> <p>2. Dangerous horseplay</p> <p>3. Malicious teasing – a less severe form of Harassment above at Type 1, 1.8.</p>	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	
11.	<p>1. Inappropriate behaviour or comments in public or at School events that brings the School into disrepute</p> <p>2. Abuse of School privileges or seniority/status, abuse of position of authority</p>	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	
12.	1. Smoking or being in possession of tobacco, cigarettes/vaping products (on the School premises or at School events)	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	
13.	<p>1. Forgery or falsification of School documents and reports</p> <p>2. Lying and unfair behaviour (with less serious initial consequences)</p>	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	
14.	<p>1. Vandalising property or equipment (School or others), improper use or not taking due care of property or equipment</p> <p>2. Accidental damage to property through carelessness</p>	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	
15.	<p>1. Acts or behaviour designed to create a hostile or threatening School environment, or that may reasonably have resulted in such an environment</p> <p>2. Wilful disruption of School activities, interference with School authorities</p> <p>3. Conduct designed to be prejudicial to good order or discipline at the School</p>	Counselling/Parental contact	Suspension and hearing followed by suspension or expulsion	

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16.	1. Any misconduct by the Pupil that is considered by School authorities to warrant more than Counselling, a verbal reprimand or an ordinary warning.		Suspension and hearing followed by suspension or expulsion	
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<b>TYPE 3 INFRINGEMENTS</b>				
17.	1. Disregard for rules, directions, instructions or for any persons in authority 2. Defiance or disrespect towards School authorities, Parents/Guardians, visitors or peers 3. Being discourteous towards School authorities, adults or peers, or displays of insolence 4. Being intolerant of others and their race, religion, personal beliefs, cultural traditions, appearance, gender or sexual orientation 5. Persistent violation of School rules (with less serious initial consequences)	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
18.	1. Use of excessive force when playing games or during sporting events 2. Playing games in an area where others may be injured or where property may be damaged 3. Riding skateboards, wheelies, bicycles or motorbikes in areas where such activities are prohibited, or in such a manner as may cause injury to others or damage to property	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
19.	1. Noisy or disruptive behaviour, disturbing the activities of others 2. Trespassing or entering School premises without permission or without supervision, and/or after School hours 3. Refusing to identify oneself upon request by a School authority	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
20.	1. Swearing and use of vulgar, profane (foul) language	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
21.	1. Tardiness, littering and poor housekeeping 2. Poor grooming, unhygienic personal habits, improper use of School facilities or ablutions 3. Hair, dress or apparel that is not in accordance with School standards or rules 4. Eating or drinking during class or School events/ activities when consumption is not permitted	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion

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22.	<ol style="list-style-type: none"> <li>1. Tampering with the possessions or equipment of others</li> <li>2. Use of School equipment without permission (with no serious consequences)</li> </ol>	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
23.	<ol style="list-style-type: none"> <li>1. Refusal or failure to complete homework or assignments</li> <li>2. Refusal to deliver or return reports, reply slips or letters to Parents/Guardians or to the School</li> <li>3. Unreasonable and unexplained refusal to attend or participate in School activities or compulsory events</li> <li>4. General uncooperativeness and/or being wilfully obstructive</li> <li>5. Poor application to studies, Schoolwork or assignments</li> </ol>	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
24.	<ol style="list-style-type: none"> <li>1. Truancy, poor timekeeping practices</li> <li>2. Unexplained absences from classes or from compulsory events or activities</li> <li>3. Leaving class or School premises without permission</li> <li>4. Persistent late-coming or early unauthorised departure from class/School</li> </ol>	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
25.	<ol style="list-style-type: none"> <li>1. Persistent misuse of personal communication devices during School activities</li> </ol>	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion
26.	<ol style="list-style-type: none"> <li>1. Any other infringements that may be considered serious enough to warrant the implementation of corrective action and taking of disciplinary measures</li> </ol>	Counselling and reprimand or warning/ demerit	Parental contact	Suspension and hearing followed by suspension or expulsion

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**Section E**

**DETAILS OF PARENTS / GUARDIANS**

	<b>First person responsible for payment of fees (Parent/legal guardian)</b>	<b>Second person responsible for payment of fees (Parent/legal guardian)</b>	<b>Third person responsible for payment of school fees (if a party other than the Parent or legal guardian is responsible for the fees)</b>
Title and Surname			
First Name			
ID Number			
Home Address			
Postal Address			
Email Address			
Signature			
Date			

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