ENROLMENT FORM

Pupil's Name: _____

CONDITIONS OF ENROLMENT OF PUPILS AT OAKHILL SCHOOL

To be signed by ALL Parents/ Guardians/ Custodians AND all Prep (Intermediate Phase) and College Pupils (Grades 4 to 12).

1. PARENT/ GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The Applicant/s declare that he/she/they are the Parent/s or Legal Guardian/s of the Pupil/s, whose details appear on the Application and Enrolment Forms. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Pupil to be successfully enrolled and retained at the School.

IMPORTANT NOTICE: By signing or initialling or otherwise entering into this Contract the Applicant agrees to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of the School, which form part of this Contract. If there is any provision in this Contract that the Applicant does not fully understand, please ask for an explanation before signing.

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

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

The Applicant's attention is drawn to these clauses because they are important and should be carefully noted. The rights that the Applicant has in this contract are in addition to and do not affect the statutory rights and remedies which the Applicant may have under consumer protection law. In the event of conflict between this contract and consumer protection law, the Applicant's statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for the Applicant or the School in terms of the Consumer Protection Act.

2. DEFINITIONS

In this Contract –

2.1 "**School" or "we":** Oakhill School was founded in 1992 as an Association governed by a Constitution. It is registered as an independent school with the Western Cape Education Department (WCED) and is a member of the Independent Schools' Association of South Africa (ISASA).

2.2 "**Applicant":** The parent(s)/guardian(s)/custodian(s) or such other persons acting *'in nomine officio'* on behalf of the Pupil (as hereinafter defined):

2.3 "**Pupil":** The child or children (of any age) admitted by the School to be educated, whose details appear on the Application Form, as well as the child or children whose details appear in any subsequent annexures or addendums to this Contract.

2.4 **"Head":** The person appointed by the Board of governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated.

2.5 **"Parent"** or **"you":** Each person who has signed this Contract as the Parent, Custodian or Legal Guardian of a Pupil, whose details appear on the Contract.

2.6 **"Parties":** The Parent/s and the School.

2.7 **"Contract":** This document, including all its annexures or addendums as well as any Policies and Procedures of the School.

2.8 **"Policies":** 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. These Policies may include (but need not be limited to) the School Rules; Schedule of Fees; Debtors' Policy; Terms and Conditions of the School, as well as the School Code of Conduct, which are available on request free of charge, or on the School's website.

2.9 "**Enrolment":** Enrolment as a Pupil at the School in accordance with these Conditions of Enrolment of Pupils at Oakhill School, and the Enrolment Application Form, together with any such other terms and conditions as may specifically be agreed in writing between the Parties.

2.10 "**Additional Fees":** Those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to the Applicant in advance, to provide adequately for the education and related activities and services provided to the Pupil, including the costs of extra-curricular activities or special educational needs.

2.11 **"Additional Goods/Services":** Those goods or services that may from time to time be provided to or for the benefit of the Pupil, as determined by the School from time to time.

INITIALS: Parent(s)_____ Pupil_____ Head _____

2.12 **"Magistrate's Court Act":** The Magistrates' Courts Act No 32 of 1944.

3. PROVISIONAL APPLICATION/S

Oakhill School may accept Provisional Applications for future enrolment at the School in respect of any living individual eligible to attend the School. Any such Provisional Application is accepted on the understanding that neither the Applicant nor the School is obliged to enrol the prospective Pupil at School, it being understood however, that wherever possible and without liability in the event of a failure to do so, the School will give preference, between equal candidates, to the earlier Applicant.

4. ENROLMENT APPLICATION/S

Order of Procedure:

4.1 Initially a Provisional Application shall be made for a prospective Pupil on the Provisional Application Form in accordance with the provisions of Clause 3.

4.2 A prospective Pupil may then be invited to meet with the Headmaster.

4.3 If the Pupil is subsequently offered a place at the School, an Enrolment Form shall be submitted by the Applicants.

5. ACCEPTANCE OF ENROLMENT APPLICATIONS

5.1 The admission and enrolment of Pupils to the School is at the discretion of the Head who may refuse a 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.

5.2 Subject to Clause 5.1, nothing in this 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.

5.3 The submission of an Enrolment Form by the Applicant shall constitute a firm and binding offer, and the Pupil's Enrolment
shall only take place when the School accepts such Enrolment Form by notice, in writing, to the Applicants.

5.4 In the event that the School and the Applicant engage in negotiations over amendments or additions to the Conditions of Enrolment, or deletions from such Conditions of Enrolment, these Conditions of Enrolment shall nevertheless govern the Enrolment of the Pupil until such negotiations are finalized and these Conditions of Enrolment amended (if at all) by agreement.

5.5 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 pupils 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 not offer enrolment with the School or may cancel this Contract.

6. RULES AND REGULATIONS

6.1 The Applicants, by submitting an Enrolment Form agree, for both themselves (where applicable) and the Pupil, to comply with the rules, regulations, policies and procedures of the School, as enunciated by the Head of the School, acting in his/her capacity as such.

6.2 In the event of any dissatisfaction on the part of any Applicants with such rules and regulations, or the implementation thereof, the Applicants shall be entitled to make representations to the Oakhill School Board for final decision on the matter.

6.3 The liability of the Applicants arising out of any Enrolment in terms hereof shall be joint and several.

6.4 The Applicant declares to have read and understood the policies of the School as adopted and published by the School from time to time and agree to abide by these policies.

6.5 The Applicant acknowledges that they 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 and that the Applicant will ensure that the Pupil obeys all school rules and policies where they apply to the Pupil.

7. TERMINATION OF ENROLMENT

7.1 Three calendar months' written notice of intention to withdraw a Pupil shall be given to the School on or before the first day of the month or the Applicant shall be liable for the full amount of the following three calendar months' fees, which shall be due and payable in accordance with Clause 8 hereof.

7.2 The School shall be entitled to terminate the Enrolment of any Pupil:

7.2.1 Summarily, and with immediate effect, if the Pupil is found guilty of any conduct which, in the sole opinion of the School, is inconsistent with such Pupil's continued Enrolment at the School, in which event the Applicant, after deduction of all amounts otherwise owing to the School, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such Pupil;

7.2.2 At the end of any academic year, in the event that the Pupil, in the opinion of the School, has failed to pass such examinations as have been specified by the School, and which would otherwise entitle such Pupil to pass on to the following year of study, or is otherwise unsuitable for promotion to the following year of study. The School may at its sole discretion offer the Pupil the opportunity to repeat the failed year, in which event the Enrolment of the Pupil shall be deemed to continue uninterrupted.

7.3 For purposes of this Contract, a material breach is considered to exist where the Parent or the Pupil (as the case may be) –

7.3.1 fail to uphold the Policies and/or Rules of the School;

7.3.2 fail to pay any Fees when due;

7.3.3 fail 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

7.3.4 act in such a way that the Parent or Pupil becomes seriously and unreasonably uncooperative with the School and in the opinion of the Head, the Parent or Pupil's behaviour negatively affects the Pupil's or other pupils progress at the School, the well-being of School staff, or brings the School into disrepute.

8. FEES

8.1 A non-refundable Development Fee, as per the annual Fee Schedule, is payable immediately upon acceptance of Enrolment into the School.

8.2 Unless otherwise specifically agreed in writing in each particular instance:

8.2.1 The fees to be paid by the Applicants shall be set out in the annual Fee Schedule, which may be found in the Admissions Pack or on the School website, it being specifically recorded that such fees shall be subject to amendment by the Oakhill School Board from time to time, upon the giving of at least one term's written notice to the Applicant;

8.2.2 The fees set out in the annual Fee Schedule are not all inclusive and cover only those items specifically referred to in the annual Fee Schedule, and the Applicant hereby agrees to reimburse the School for all expenditure incurred by the School on behalf of the Pupil;

8.2.3 The fees, together with any other amounts owed to the School shall be paid monthly or annually in advance, free of exchange, deduction or set off by no later than the first day of each calendar month for monthly payment terms or no later than 31 January for annual payment terms.

8.2.4 The Applicant authorises the School to effect a debit order against his/her bank account to effect the monthly payment of fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in "Addendum A".

8.3 The Applicant has absolute responsibility for the payment of any Fees applicable to the Pupil attending the School. The Applicant also acknowledges that School Fees are payable in advance and that facilities exist for monthly payments. If the Applicant is unclear about any of its financial obligations, the School will, on request provide a written explanation. Any Fee or other moneys owing by the Applicant 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 Applicant 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.

8.4 The Applicant accepts liability for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for uniform, stationery, books, school tours, outings or any other Additional Goods/Services required by the School to provide the Pupil adequately with the educational services in terms of this Agreement. Any such Additional Amounts will be added to the School account, which will be payable by no later than the first day of the following calendar month.

8.5 The Applicant confirms that the Oakhill School statement showing the amount owing by the Applicant 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 Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.

9. INDEMNITY

The Applicant hereby indemnifies and agrees to hold harmless Oakhill School, the School Board, its Head and Staff, or their authorized representatives, against any and all claims, howsoever arising, including negligence, but not gross negligence, arising out of any injury, death, loss, damage, costs or expense, including legal costs, suffered as a result of or during the Enrolment of the Pupil at the School.

10. DISCLAIMERS

10.1 The Applicant acknowledges that the School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including School clothing, sporting equipment, books, or any other personal possessions) brought on to the School premises by the Pupil.

10.2 Unless expressly notified to the School in writing, to the contrary, the Parent consents 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. Subject to the School taking reasonable care to avoid harm and save for any gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, activities or programmes and the Applicant indemnifies the School against any claims in that regard.

11. PARENT'S GENERAL OBLIGATIONS

11.1 The Parent will inform the School, in writing, prior to admission and enrolment, of any special educational needs of the Pupil known to them.

11.2 In order to fulfil the School's obligations, the School needs co-operation from the Parent. Without detracting from any specific obligations contained in this Contract, the Parent is required to: fulfil obligations under these terms and conditions; encourage the Pupil in his or her studies, and give appropriate support at home; keep the School informed of matters which affect the Pupil; 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 Parent to do so.

11.3 The Head may at his or her discretion require the Parent to remove or may suspend or expel the Pupil if the Parent's behaviour is, in the reasonable opinion of the Head, so unreasonable as to affect or likely affect the progress of the Pupil or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.

11.4 The Head may, at his or her discretion, require the Parent to remove or may suspend or expel the Pupil from the School, if he or 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 children or the wider School community. In this case, the Parent 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 Applicant a full term's written notice under these circumstances.

12. AMENDMENT OF THESE CONDITIONS OF ENROLMENT

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 Applicant at least a term's notice of any such modifications.

13. PROTECTION OF PERSONAL INFORMATION

13.1 By entering into this Contract, and unless the Applicant at any time instructs the School expressly, and in writing, to the contrary, consent is given for the School to:

13.1.1 collect, store and process credit information about the Applicant responsible for payment of any or all amounts comprised in the Fees;

13.1.2 collect, store and process names, contact details and information relating to the Applicant and the Pupil, and to such information being made available to other parents/ guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose

of managing relationships between the School, parents/ guardians, and current pupils as well as providing references and communicating with the body of former pupils;

13.1.3 include photographs, with or without name, of the Pupil in School publications, or in press releases, or on the School's website, to celebrate the School's or the Pupil's activities, achievements or successes;

13.1.4 supply information and a reference in respect of the Pupil to any educational institution which the Parent proposes 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 or her ability, aptitude and character is fair. However, the School cannot be liable for any loss that the Parent or Pupil is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School; and

13.1.5 inform any other school or educational institution to which the Parent proposes to send the Pupil of any outstanding fees.

13.2 The School may not distribute or otherwise publish any personal information in its possession, unless given consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in the consent to the people and for the purpose stated in the written consent.

14. NOTICES

14.1 For the purposes hereof the Applicant chooses as '*domicilium citandi et executandi*' the address set out on the Enrolment Form, forming part hereof, or such other address as may be specifically notified in writing to the School as an amendment to the Applicant's specified '*domicilium*'.

14.2 For the purpose hereof, the School chooses as '*domicilium citandi et executandi*'; Oakhill School, Uitsig Street, Heuwelkruin, Knysna, 6571.

14.3 For the purpose hereof, all notices required to be given in terms hereof, shall be in writing, and shall either be hand delivered to the School, (in which event the onus of proving receipt by the addressee shall be on the sender of such notice), or shall be sent by registered post to the applicable '*domicilium*', or shall be sent via email to the School, but must be acknowledged as received by the recipient at the School via return email in order to be deemed valid.

15. GOVERNING LAW AND DISPUTES

15.1 The Contract shall be construed and interpreted in accordance with the laws of the Republic of South Africa.

15.2 Any disputes arising between the Parties in respect of this Agreement shall at the option of the School be justifiable in terms of sections 45 and 28 of the Magistrate's Courts Act of South Africa, notwithstanding the fact that the dispute might otherwise have fallen outside the jurisdiction of such Magistrate's Court and the Applicants hereby consent to such jurisdiction.

15.3 Alternative dispute resolution:

15.3.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any Party concerned must first seek an amicable resolution by written notice (indicating also that Party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.

15.3.2 If negotiation fails, any 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 ("AFSA") or its successor or body nominated in writing by it in its stead. If mediation fails, any 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 agreement by the Parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration in Knysna under the then current rules for expedited arbitration of AFSA.

15.3.3 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.

15.3.4 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

16. GENERAL

16.1 A condition of final Enrolment is that all Parent(s)/ Custodian(s)/ Guardian(s) and the Pupil sign a document

relating to Oakhill's Substance Abuse Policy. This clause is applicable to all Pupils entering into the College from Grades 8 to 12.

16.2 The Applicant confirms that all the particulars that have been furnished to the School on this Contract or otherwise from time to time are or will be, to the best of the Applicant's knowledge and belief, full, true and accurate.

16.3 The Applicant undertakes to advise the School in writing of any changes to the details included in this Contract.

16.4 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

16.5 It is a condition of attendance at the School that the Applicants sign in the space provided. The School Board may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.

Medical Details

Pupil's Name and Surname			
ID Number		Grade	

ALLERGIES: *Please tick the relevant block and if yes, please indicate treatment received.*

Asthma	Yes	No		Bee Stings	Yes	No	
Foods	Yes	No		Medicines	Yes	No	

ANY OTHER RELEVANT MEDICAL INFORMATION:

Medical Aid Fund		Principal Member Name	
Medical Aid Number		Principal Member ID No.	
Emergency Contact		Local Doctor's Name	
Emergency Contact No.		Doctor's Number	

The Applicant, in their capacity as parent/ custodian/ guardian of the Pupil consents to the exercise of the necessary parental powers by the Head, Deputy Head or nominated teacher over the Pupil whilst the Pupil is on the campus and/or engaged in any activity in connection with or incidental to the School, whether academic, sporting, recreational or otherwise and they shall be deemed to be *in loco parentis,* having all necessary authority and without limiting the generality of the a foregoing, the following:

(a) in case of emergency, to give any consent that may be required for any medical treatment, operation, anaesthetics or blood transfusions;

(b) to take any decision or furnish any consent or perform any act that may be considered to be in the best interests of the Pupil in the prevailing circumstances.

Code of Conduct

At Oakhill, Pupils are treated with respect, recognised as individuals, and encouraged to develop self-discipline. This Code of Conduct aims to facilitate a disciplined and purposeful school environment, dedicated to improving and maintaining the quality of education. Furthermore, this code aims to inculcate a value system that will serve our Pupils well beyond their school days. The Code of Conduct also aims to ensure that the School 's curricular and extracurricular programmes are executed in the most orderly way possible to create a climate in which teaching, and learning can take place effectively.

INITIALS: Parent(s)_____Pupil_____Head _____

1. PRINCIPLES

The Oakhill Code of Conduct is guided by the following principles in its Constitution, set out under Aims of the School.

1.1 To assist Pupils in building strength of character and an appropriate value system.

1.2. To encourage Pupils to make informed choices, and to accept responsibility for those decisions and their consequences.

1.3. To provide a flexible approach to discipline with the aim of developing Pupils as self-disciplined individuals.

2. RESPONSIBILITIES

2.1 Educators at the School subscribe to the School's Code of Conduct and undertake [inter alia] to:

- Be punctual, well prepared and professional in their approach to education
- Manage pupil performance effectively and motivate pupils to achieve realistic and meaningful personal goals
- Be sensitive to the needs of their pupils and to address learning difficulties in a positive manner
- Praise, encourage, recognise and reward pupils who strive to achieve
- Create a classroom climate which is based on a learning partnership which makes education both relevant and stimulating
- Set a positive example for their pupils
- Administer discipline correctively and with dignity when necessary

2.2. Our School prides itself on having good relations with the School's community, its pupils and their parents. While parents should expect the School and its educators to provide the best education possible with the available resources, parents should also accept responsibility for helping the School to achieve this goal.

Parents enrol their children at the School subject to their acceptance of the School rules and other conditions of enrolment. Parents also have the responsibility to (at least):

- Actively support the efforts of the School and its educators to teach their children
- Involve themselves to the fullest possible extent in school activities
- Make positive suggestions and contributions to improve the School's education process and the learning environment
- Support the disciplinary structures and procedures of the School, and the reasonable efforts by the School to apply discipline effectively and fairly
- Encourage their children to participate fully in School and extra-mural activities
- Participate in the learning process and assist their children with homework, provide encouragement, check results and communicate freely with the School
- Ensure that Pupils attend school regularly and are in attendance at all compulsory functions and activities, and that punctuality is practiced

In terms of the SA Constitution, every Pupil has the right to education. The School strives to provide the educational opportunities that its Pupils and the community deserve. Pupils themselves, however, must recognise that they have a responsibility to their parents, the School, their educators, their fellow pupils and themselves.

Pupils, therefore, must accept and comply with the School's rules and its conditions of enrolment. In more general terms, they must:

- Comply with instructions from teachers and with the general rules of the School
- Behave responsibly and not endanger the safety, welfare and rights of others
- Respect and care for the property of the School and of others
- Maintain sound relations with others, be courteous and respect the dignity and self-worth of others
- Be punctual
- Demonstrate a positive attitude towards learning and be diligent in their efforts
- Behave honestly and conduct themselves with integrity
- Accept legitimate disciplinary action taken against them

Substance Abuse Policy

POLICY AND PROCEDURES WITH REGARD THE PREVENTION AND MANAGEMENT OF SUBSTANCE USE AND ABUSE

1. Introduction

1.1. The issue of respecting the rights of our learners and the implementation of this policy is of paramount importance to the School and is one of the cornerstones of this policy. It is a principle of the policy that the School will work as closely as possible with the parents of learners in implementing the policy.

1.2. The increase in the use and distribution of drugs throughout South Africa, and particularly among the country's youth, is a cause for concern for all parents – and especially for those who have children still at school. After extensive investigation into the socio-political, socio-economic and socio-cultural factors influencing South Africa at present, it is fair to say that the children in South African schools are being targeted as potential drug users through powerful international, national and local drug syndicates. These sophisticated syndicates have moved from the European and American drug markets and are saturating the South African market.

1.3. The availability of a variety of drugs is widespread and affordable. The media – print, radio and television – continue to reflect the seriousness of the situation with regard to addiction and substance abuse.

1.4. Young aspirant sportsmen and women are increasingly turning to performance enhancing drugs to improve their success in their chosen fields of competition.

1.5. As part of a greater community the School confronts issues head on and deals with them in a structured and considered manner, in partnership with the parents/guardians to ensure the best for their children. Substance abuse is detrimental to one's physical, social, emotional, mental and spiritual health. The concept of a healthy lifestyle will, at all times, be propagated and encouraged by the School.

1.6. The purpose of this policy is two-fold:

1.6.1. To protect and assist any individual learner by outlining the approach taken by the School to rehabilitation and counselling.

1.6.2. To protect other learners and the School by outlining the procedures for disciplinary action, as detailed in the School Code of Conduct: Learners which can be found on the School's website.

2. Educational Programmes

2.1. In keeping with the core values of the School and the principle that prevention is better than cure, the School ensures that all learners, parents/guardians and staff are regularly educated about the problems of drug abuse and dependency through:

2.1.1. talks, workshops and other informal activities including special assemblies at the School;

2.1.2. lessons during appropriate subjects in the school curriculum;

2.1.3. proactive involvement with other professional and community-based organisations involved in the fight against alcohol and drug abuse and dependency; and

2.1.4. Parents' Guide Booklet and/or other appropriate activities aimed at parents.

3. Illegal Drugs

3.1. "Illegal drug" is defined as:

3.1.1. any unlawful substance that has a psychological or physiological effect; or

3.1.2. any substance having such effect that is possessed unlawfully.

3.2. Application of the policy: The policy applies to the use and distribution of any illegal drug by a learner whilst on the School property, in school uniform or while involved in any school activity which is any official educational, sporting, cultural, recreational or social activity of the school within or outside the school premises.

3.3. The use of any illegal drug is strictly forbidden.

3.4. If the behaviour of a learner indicates that he/she may be using an illegal drug, the information may be referred to the Counselling Department at the School.

3.5. Application of the policy: The policy applies to the use and distribution of any illegal drug by a learner whilst on the School property, in school uniform or while involved in any school activity which is any official educational, sporting, cultural, recreational or social activity of the school within or outside the school premises.

3.6. The use of any illegal drug is strictly forbidden.

INITIALS: Parent(s)_____ Pupil_____ Head _____

3.7. If the behaviour of a learner indicates that he/she may be using an illegal drug, the information may be referred to the relevant Counselling Department at the School.

4. Rehabilitation and Counselling

1.1. It is policy not to condemn learners but to support those who need help. Where possible, this will be managed in a way that least impacts on the learner's school career.

1.2. Learners who voluntarily request help and/or those referred by parents or teachers will be sent to the school counsellor. The approach will be one that is non-judgmental and non-disciplinary. The school counsellor will provide assistance in recommending the best possible course of rehabilitation. An appropriate agreement for rehabilitation will be drafted by the School, and signed by the learner, the parent/guardian, the Head of school and the counsellor. The confidentiality of the learner and the family is paramount throughout this process.

1.3. Confidentiality should be maintained at all times by all stakeholders. Whilst the School and its employees can make this professional commitment, real confidentiality will depend on whether or not the learner and/or his/her parents can avoid telling their friends or anyone else.

2. The Distribution and Possession of Illegal Drugs

2.1. Unless authorised by the Head for legitimate educational purposes, no person may bring an illegal drug onto school premises or have such drug in his or her possession on school premises or during school activity.

2.2. Any form of distribution of any illegal drug to any other person is strictly forbidden.

2.3. In particular, the selling or purchasing of illegal drugs is a criminal offence. If any learner is suspected of, or caught, selling or purchasing such illegal drugs, the School will investigate and, if necessary, refer the matter to the appropriate authorities for further investigation and action.

3. Testing for Prohibited Substances

3.1. In accordance with section 8A of the South African Schools Act of 1996 ("the Schools Act"), the Head or his/her delegate may administer a urine or other non-invasive test to any learner or group of learners. To the extent possible the consent of the parent/ guardian and the consent of the learner will be obtained. In this regard, the consents will be provided by the parent/ guardian or learner concerned on the prescribed forms. The Pupil in question will have to give consent for the drug testing procedure. Failure to give consent will imply that the Pupil is using the drug in question. However, the School reserves the right, as contemplated in section 8A of the Schools Act, to test for illegal drugs without such consent.

3.2. The School will be in control of the testing programme. The costs will accrue to the parents/ guardians. In the event of a test being required for the abuse of anabolic steroids, the School will bear the cost, given the expense of such tests. If the learner tests positive, the costs of any subsequent testing (for anabolic steroids) will be for the account of the learner.

3.3. Details of when such tests occur will be kept strictly confidential and only disclosed to those persons who are required to know such details, to ensure that learners cannot determine or anticipate when testing will take place or who will be selected for a test.

3.4. Once a learner has been notified of selection for a drug test, the learner will be accompanied and observed by a member of the testing team from the time of notification until the testing process is complete.

3.5. When the learner arrives at the testing area he/she will be informed of the testing process that is about to take place and the consequence of a positive test result, before testing commences.

3.6. The test will be conducted in the presence of a witness of the same gender as the learner, and out of sight of any other person.

3.7. A test report with a unique reference number will be completed for every test. It will include the full details of the person being tested, details of any medication or supplements which the learner claims to have ingested in the last 48 hours, any comments that members of the testing team or the learner may wish to record, and the test result.

4. Procedure to be followed if an illegal drug is found on a learner

4.1. Any illegal drug that has been seized (in terms of the School's Search and Seizure Policy) must be clearly and correctly labelled with full particulars, including:

4.1.1. The name of the learner in whose possession it was found;
4.1.2. the time and date of the search and seizure;
4.1.3. an incident reference number;
4.1.4. the name of the person who searched the learner;
4.1.5. the name of the witness or witnesses; and
4.1.6. any other details that may be necessary to identify the item and the incident.

4.2. Any such seizure will be recorded in the school record book. The illegal drug(s) concerned will be handed over to the police for disposal in terms of section 31 of the Criminal Procedure Act, 1977.

5. Grounds for reasonable suspicion

5.1. A search or drug test contemplated above will only be conducted after taking into account all relevant factors, including:
5.1.1. the best interest of the learners in question or of any other learner at the school;
5.1.2. the safety and health of the learners in question or of any other learner at the school;
5.1.3. reasonable evidence of illegal activity; and
5.1.4. all relevant evidence received.

5.2. Individual symptoms will not be considered as indicators, but a pattern of indicators (e.g. a decline in academic achievement, a lack of willingness to participate in school activities, change in behaviour, irregular school attendance, etc.) will be investigated. Marked changes in physical appearance may be grounds for suspecting the use of performance enhancing drugs such as anabolic steroids.

6. Disciplinary Action

6.1. If the rehabilitation and counselling route has not been followed, or has been unsuccessful, the School reserves the right to take appropriate disciplinary action.

6.2. Save as otherwise provided in this policy, any evidence obtained against the student as a result of a drug test or search, whether in the form of a positive drug test or the confiscation of an illegal substance, will not result in criminal proceedings being instituted against the student.

6.3. Each case will be dealt with confidentially, but parents/guardians will be informed and involved.

6.4. The School will do its best to create a confidential zone for learners to speak up if their information is motivated by a willingness to help both with the addiction and interface with parents.

6.5. Selected educators, who will be specifically trained in this area, will undertake the investigations and a professional external organisation will participate in the intervention process.

6.6. Learners who have been found to have transgressed will be referred to an identified organisation for assessment and treatment.

6.7. Parents/guardians will be held responsible for any expenses incurred.

6.8. If it is established that a learner is engaged in the use of illegal drugs, the learner will be required to submit to a rehabilitation programme which will include:
6.8.1. The treatment option as determined by all parties.
6.8.2. Urine testing or other non-invasive testing can take place on an ad hoc basis. The control of such testing is the School's responsibility.
6.8.3. An expectation that the learner will improve with respect to behaviour, academic achievement and school attendance.
The authorisation and support by the parents/guardians of the treatment.
6.8.4. That the designated institution undertaking rehabilitation and treatment will supply the School with progress reports addressed to a designated, trained person. Such report is furnished with the learner's written consent.
6.8.5. If necessary, the rehabilitation programme can be adapted after negotiation with the relevant parties.
6.8.6. The proviso that if the parents/guardians and/or learner take it upon themselves to stop treatment, the School will consider the rehabilitation programme suspended and the School reserves its right to implement disciplinary procedures, in terms of the School Code of Conduct.

Search and Seizure Policy

1. Definitions

For the purposes of this policy:

1.1 "dangerous object" means:

INITIALS: Parent(s)_____ Pupil_____ Head _____

1.1.1 any explosive material or device;
1.1.2 any firearm or gas weapon;
1.1.3 any article, object or instrument that may be employed to cause bodily harm to a person or damage to property, or to render a person temporarily paralysed or unconscious;
1.1.4 any other object similar in nature to the objects listed above.

1.2 "illegal drug" means any unlawful substance that has a psychological or physiological effect; or any substance having such effect that is possessed unlawfully;

1.3 "school activity" includes any educational, cultural, recreational, sporting or social activity of the school within or outside the school premises; and

1.4 "illegal activity" means the wilful possession of an illegal drug, dangerous object or stolen item.

2. Prohibition

No person may:

2.1. allow any dangerous object to be brought onto school premises or to a school activity;
2.2. carry any dangerous object in school premises or at premises at which a school activity is carried out;
2.3. store any dangerous objects in school premises or premises at which a school activity is carried out;
2.4. possess illegal drugs in contravention of the Substance Abuse Policy;
2.5. possess any stolen item on school premises or at a school activity.

3. Search and Seizure

3.1 The Head or his/her delegate may, at random and without a warrant, search any Pupil or group of Pupils, or the property of a Pupil or group of Pupils, for any dangerous object, stolen item or illegal drug (hereafter, collectively referred to as "prohibited good"), if he or she has a reasonable suspicion that:
3.1.1 a prohibited good may be found on school premises or during a school activity; or
3.1.2 one or more Pupils on school premises or engaged in a school activity are in possession of a prohibited good.

3.2 The Head or his/her delegate may without a warrant seize any prohibited good found on school premises or during a school activity, or found on any person who is on school premises or engaged in a school activity.

3.3 A search may only be conducted after taking into account all relevant factors, including:
3.3.1 the best interest of the pupils in question or any other pupil in the school;
3.3.2 the safety and health of the pupils in question or of any other pupil at the school;
3.3.3 reasonable evidence of illegal activity; and
3.3.4 all relevant evidence received (which may include rumours, with supporting evidence).

3.4 A Pupil's person and/or personal effects (for example book bag, uniform, sports bag, etc.) may be searched whenever the Head or his or her delegate has a reasonable suspicion to believe that the Pupil is in possession of a prohibited good.

3.5 Pupil lockers are the property of the School and remain at all times under the control of the School. Pupils are, however, expected to assume full responsibility for the security of their lockers. Periodic general inspections of lockers may be conducted by the Head or his or her delegate for any reason, and at any time, without notice, without Pupil consent, and without a search warrant.

3.6 Pupils are permitted to park on school premises as a matter of privilege, and not of right. The Head or his or her delegate may conduct routine patrols of Pupil parking lots and inspections of the exteriors of Pupil vehicles on school property. The interiors of Pupil vehicles may be inspected whenever the Head or his or her delegate has reasonable suspicion to believe that a prohibited good is contained inside such a vehicle. Such patrols and inspections may be conducted without notice, without Pupil consent, and without a search warrant.

4. The procedure for conducting a search

4.1 All searches contemplated in this policy will be conducted in a manner that is reasonable and proportional to the suspected illegal activity.

4.2 Where a search entails a body search of a Pupil (see 5.1 below), such search may only be conducted by the Head, if he or she is the same gender as the Pupil, or by the Head's delegate, who must be the same gender as the Pupil. A second staff member of the same gender must be present as witness.

4.3 The types of searches that may be conducted by the Head or his or her delegate are set out below.

5. The procedure to be followed in a body search of a pupil

5.1 A body search includes a visual search and a "pat down" body search.

5.2 A body search will be conducted in a private area and not in view of another pupil.

5.3 The Pupil will be requested to place loose items from pockets and clothing on a table or desk for inspection. To facilitate the pat-down search, the Pupil must remove all articles from his or her pockets and remove any secondary outer clothing (e.g. uniform, sweater, head coverings, etc.) worn over the primary clothing.

5.4 The person conducting the search will, wherever possible, wear latex gloves and use an open hand to pat down the primary layer of clothing of the Pupil. Any such search shall be carried out in a manner as is consistent with discovering anything that may have been concealed.

6. **The procedure to be followed in a strip search of a pupil**

6.1 A strip search involves the removal and search of clothing and a visual examination of the undressed Pupil, to verify if any prohibited good is being concealed.

6.2 A strip search may be conducted if there are reasonable grounds for suspecting that the strip search will reveal evidence that the Pupil is concealing a prohibited good that could not be obtained by conducting a body search.

6.3 Strip searches will not extend to the removal of the Pupil's underwear, but may extend to the readjustment of the Pupil's underwear, by the Pupil.

6.4 In any strip search, the Pupil will not be touched, and the search will not extend to a body cavity of the Pupil.

7. **The procedure to be followed in conducting a search of a minor under the age of 12 years**

7.1 Consent will be obtained from the parent or guardian for a body search or a strip search that is required in respect of a minor under the age of 12.

7.2 The parent or the guardian of the Pupil must be present during the search, if practical and if requested by the parent or guardian. If the parent or guardian of a Pupil is present, he or she may conduct the search if he or she wishes.

8. Procedure to be followed when a prohibited good is found on a pupil

8.1 Any prohibited goods that are seized will be labelled with full particulars, including:

8.1.1 the name of the Pupil in whose possession it was found;

8.1.2 the time and date of the search and seizure;

8.1.3 an incident reference number;

8.1.4 the name of the person who searched the Pupil;

8.1.5 the name of the witness present at the search; and

8.1.6 any other details that may be necessary to identify the item and the incident.

8.2 Any seizure of a prohibited good will be recorded on the Pupil's file and the prohibited good may be handed over to the South African Police Service, save that where a stolen item is recovered and no criminal charge against the Pupil in whose possession the stolen good was found is contemplated, the stolen item may be returned to its owner.

8.3 A Pupil may be subjected to disciplinary proceedings if a prohibited good is found in his or her possession.

Bullying Policy

The destructive behaviour of bullying is evident in all our schools in one form or another. It affects many children in varying degrees. They feel insecure, depressed, helpless and in severe cases, suicidal. In extreme cases, they are unable to realise their full potential. If bullying is not dealt with it can easily build up to a point where victims become so depressed that they do one of two things: lash out at someone else or hurt themselves. To be able to deal with bullying we first need to know what it is. There are two important components that constitute bullying behaviour: firstly, and most important, bullying is an abuse of power. A bully has power and control over a victim who feels helpless to deal with the situation; secondly, bullying is an ongoing and repetitive pattern of harassment and abuse. Ken Rigby (1996) defines bullying as 'repeated oppression, psychological or physical, of a less powerful person by a more powerful person or group of persons. It is very important to distinguish between bullying and conflict. Many children involved in conflict believe that they are being bullied. To further understand bullying, we need to look at all the different role players and their contributions to the situation. Bullying involves the bully, the victim and bystanders who can either support the bully or the victim.

Having sought to understand bully behaviour we need to look at ways of addressing it in the school situation. There are many interventions and prevention strategies that can be put in place in order to assist with bullying in schools. These would include educating learners, teachers and parents as well as providing policies and particular programmes. When dealing with a particular case of bullying it is important to adopt a strategy where the children are involved in the resolution of the situation and to this end the "No Blame" approach is advocated. The process of dealing with bullying really revolves around empowering all role players to deal effectively with bully behaviour when it is encountered. An important issue which needs to be addressed in all schools is what has become known as the "Code of Silence". Learners must feel empowered to disclose issues of bullying if these episodes are going to be dealt with effectively. Dr Elizabeth Smit maintains, "Education for peace aims to empower learners with skills enabling them to play a positive role in maintaining a peaceful society. A conflict resolution programme such as mediation offers learners the opportunity to face their differences and reach their own solutions." As parents, we should be seeking to equip our children to resolve their relationship problems themselves, with our help and guidance where necessary. In this way we empower them to deal with conflict, violence and abuse in a constructive and positive manner.

A policy of a hurt-free environment

To this end, we aim to establish a community in which everybody feels valued and safe, where individual differences are appreciated, understood and accepted. Every boy and girl has a right to enjoy their time at school. The community does not tolerate bullying or harassment. *Respect* for others is expected.

Oakhill aims to:

- ✓ Promote an atmosphere and ethos at the school of warm loving and caring concern
- ✓ Promote in each child respect and empathy for others and the environment.

Oakhill opposes bullying

The School

- ✓ Expects a high standard of behaviour at all times
- ✓ Aims to provide a safe and caring environment for everyone
- ✓ Has a policy for detecting, preventing and dealing with bullying
- ✓ Is educating boys and girls about issues related to bullying behaviour
- ✓ Offers support to all students through your class teacher

At Oakhill School everyone has rights and responsibilities

Rights	Responsibilities
to be different	to show compassion and understanding
to feel safe	to respect yourself
to learn and grow	to respect others
to be respected	to use common sense
to be valued	to support others

What is bullying?

Bullying is any repeated behaviour intended to hurt, injure, threaten or frighten another person in such a way that the person feels that he cannot do anything about it. Bullying is a repeated abuse of power.

What is conflict?

In conflict the partners are frustrated and unable to communicate.

Do you bully? Have you been bullied?

Bullying comes in many forms, including:

- ✓ Calling hurtful names
- ✓ Being picked on
- ✓ Deliberately punching, hitting, bumping
- ✓ Teasing
- ✓ Spreading rumours about someone
- ✓ Mocking
- ✓ Repeatedly "putting down" someone
- ✓ Threatening

INITIALS: Parent(s)_____ Pupil_____ Head _____

- ✓ Deliberately ignoring and avoiding
- ✓ Taking or damaging property

What to do if you are bullied

Tell the bully to stop. State quite clearly that the behaviour is unwelcome, and you don't like it.

- ✓ Walk away and stay away from the bully.
- ✓ Seek help. Talk about it to someone you trust. Report it to a member of staff, a mediator if it happens on the playground, or a senior boy or girl. The School does not tolerate bullying. Feel confident that any incident can be resolved satisfactorily.

What to do if you know someone is being bullied

- ✓ Care enough to do something about it whether it affects you personally or not.
- ✓ Early intervention can defuse a situation before it gets out of hand.
- ✓ Report it to a member of staff, your parents, a mediator or a Grade7.

How staff deal with bullying – the "no blame" approach

The school will use this approach when dealing with cases of bullying:

- ✓ Interview the victim and suggest strategies
- ✓ Arrange a meeting for all involved
- ✓ Explore the problem without allocating blame
- ✓ Share responsibility
- ✓ Identify solutions
- ✓ Let the pupils take action themselves
- ✓ Follow up at a later stage

It should be noted that if the bully continues with this type of bully behaviour, more stringent sanctions will be imposed, and counselling will be suggested.

To prevent bullying

Each boy and girl needs to:

- ✓ Respect themselves and others.
- ✓ Work to create a pleasant school environment for all.
- ✓ Learn to tolerate individual differences.
- ✓ Support the School policy on bullying.

The school will do the following:

1. <u>The Resilience Programme:</u>
   In the Pre-Prep we run a Resilience Programme that integrates the child into a group, helping others and sharing feelings. Through the programme boys and girls are prepared for understanding and controlling their emotions as well as developing strategies and words with which to deal with any bullying that may occur at a later stage.
2. <u>The Self Awareness Programme:</u>
   In Grades 1 – 12 the boys and girls are exposed to a number of interventions. These interventions are designed to assist boys and girls discover more about themselves as well as helping them deal with conflict situations using a "no blame" approach.

What parents should try to do

- ✓ Listen to your child
- ✓ Suggest certain strategies
- ✓ Inform the school
- ✓ Let the school investigate and report back
- ✓ Allow the school to sort it out
- ✓ Support your son or daughter
- ✓ Take an interest in your child's social life
- ✓ Encourage your child to bring friends home
- ✓ Build your child's self esteem

INITIALS: Parent(s)_____Pupil_____Head _____

- ✓ Discuss ways to respond if rights infringed
- ✓ Act by informing the school
- ✓ Keep confidentiality
- ✓ Set an example

Helping your children to regulate their emotions

- ✓ Teach your son or daughter to identify what they are feeling
- ✓ Show them how to contain the feeling
- ✓ Give socially acceptable ways to deal with emotion

Student Computer, Tablet and Internet Use Policy

Computer and internet access is available to all students of Oakhill School. Oakhill School provides internet access to promote educational excellence in the School by facilitating resource-sharing, innovation and communication. If an Oakhill user violates any of these provisions, his or her privilege will be terminated, and future access can and will be denied.

INTERNET TERMS AND CONDITIONS

An internet account will be issued only upon receipt of a signed copy of this agreement.

Acceptable use of the network, email and internet

- ✓ The computer network is maintained to support teaching and learning at the School as well as the administration of the School. Subject to the following paragraphs, the computers and network may be used for any legal activity that is in furtherance of the aims and policies of the School.

Unacceptable use of the network, email and internet

The School's network may not be used for any of the following:

- ✓ The creation or transmission of any offensive, obscene, or any indecent material.
- ✓ The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety.

You are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- ✓ Maintain the security of the network by keeping information, especially passwords and account numbers, private.
- ✓ Refrain from behaviour or activity that damages or disrupts the performance of the network.
- ✓ Use the network for approved, legal activities which have educational relevance.
- ✓ Honour all rules of copyright and personal property.
- ✓ Avoid the knowing or inadvertent spread of computer viruses.
- ✓ Use only acceptable appropriate language. Avoid offensive or inflammatory speech.
- ✓ Use real name in all communications. Impersonation, anonymity, or pseudonyms are not permitted.

Disclaimer

- ✓ All internet activity at the School is monitored and logged. Logs include websites and web pages visited as well as all search queries used on sites such as Google and Wikipedia. These internet usage logs are not personal or private information and can be made available to the School's management upon request.
- ✓ The School has the right, but not the obligation, to monitor and supervise all computer use, network communication or system accounts.
- ✓ Messages relating to, or in furtherance of, illegal activities will be reported to the authorities.
- ✓ Any facility, including software, is used entirely at the risk of the user.
- ✓ The School will not be liable for any loss, damage or inconvenience arising directly or indirectly from the use of any computing facility.
- ✓ Any breach of these conditions of use will be considered serious misconduct.

INITIALS: Parent(s)_____Pupil_____Head _____

Pupil Agreement

I understand and will abide by the Terms and Conditions of this User Agreement. I further understand that any violation of the regulations is unethical and may constitute a criminal offence. Should I commit any violation, my privileges may be revoked, disciplinary action may be taken and/or appropriate legal action may be instituted.

Parent(s)/ Custodian(s)/ Legal Guardian(s)

As the Parent(s)/ Custodian(s)/ Legal Guardian(s), I/we have read, understood and discussed, where necessary, the Terms and Conditions of this User Agreement, together with my/ our child. I/ we understand that this access is for educational purposes. I/ we also recognize that it is impossible for Oakhill School to completely prevent access to controversial materials and will not hold the School, or any of its personnel, responsible for materials acquired on the network. I/ we hereby give permission to allow my/ our child access to the internet via the Oakhill School network.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the School and Addendum.

Signed at _____ on this _____ day of _____ 20____.

PUPIL'S FULL NAMES: **_____** *(pupil to sign if over the age of 12)*

Please can ALL Parent(s) / Custodian(s) / Legal Guardian(s) sign in this block below:

Signed at _____ on this _____ day of _____ 20 ____.

Name:**_____** ***Name:*****_____**

Parent(s)/ Custodian(s)/ Legal Guardian(s) *Parent(s)/ Custodian(s)/ Legal Guardian(s)*

ID/Passport No:**_____** ***ID/Passport No:*****_____**

Signature:**_____** ***Signature:*****_____**

Name of Head:**_____** ***Signature:*****_____**

Signed at _____ on this _____ day of _____ 20 ____.

ADDENDUM A: SCHOOL FEE PAYMENT OPTIONS

For payment of School Fees for the following Pupil:

Full Names	Grade

I/ We _____
(name/s of Parent(s)/ Custodian(s)/ Legal Guardian(s) responsible for account) hereby declare that we are jointly and severally liable for the account and choose the following payment option:

Tick √	**Option**	
	Annually	Payable by the first day of the first term
	Monthly	Payable as per EFT or Debit Order Form attached on Page 2

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the School and Addendum.

Please can ALL Parent(s) / Custodian(s) / Legal Guardian(s) sign in this block below:

Signed at _____ on this _____ day of _____ 20 ____.

Name:_____ ***Name:***_____
Parent(s)/ Custodian(s)/ Legal Guardian(s) *Parent(s)/ Custodian(s)/ Legal Guardian(s)*

ID/Passport No:_____ ***ID/Passport No:***_____

Signature:_____ ***Signature:***_____

Name of Head:_____ ***Signature:***_____

Signed at _____ on this _____ day of _____ 20 ____.

If you are paying the school fees annually you are not required to complete this page.

AUTHORITY AND MANDATE IN RESPECT OF ALL ELECTRONIC DEBITS

A. AUTHORITY

Given by: _____ (name of account holder)

Address: _____

Bank: _____ Branch and code:_____

Account number: _____ Type of Account: _____
(e.g. cheque / savings)

Amount: _____ Debit Order Date: _____

To: THE OAKHILL SCHOOL ASSOCIATION Uitsig Street, Heuwelkruin, Knysna, 6571

This signed Authority and Mandate refers to our Contract (Oakhill Enrolment Form) dated _____

AGREEMENT REFERENCE NUMBER (office to fill in): _____

I/ We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/ our abovementioned account at my/ our abovementioned bank (or any other bank or branch to which I/ we may transfer my/ our account) on condition that the sum of such payment instructions will never exceed my/ our obligations as agreed to in the Agreement, and commencing on_____and continuing until this Authority and Mandate is terminated by me/ us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: On the 1st / 15th / 25th (delete that which is not applicable) day ("**payment day**") of each and every month commencing on_____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re- present the instruction for payment as soon as sufficient funds are available in my account.
I/ We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. Such must contain a number, which number must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. This number must be added to section E of this form before the issuing of any payment instruction and communicated to me directly after having been completed by you. I/ We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

B. MANDATE
I/ We acknowledge that all payment instructions issued by you shall be treated by my/ our above-mentioned bank as if the instructions had been issued by me/ us personally.

C. CANCELLATION
I/ We agree that although this Authority and Mandate may be cancelled by me/ us, such cancellation will not cancel the Agreement. I/ We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

D. ASSIGNMENT
I/ We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at_____on this_____day of_____20_____.

Signature as used for operating on the account: _____