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### **2025 Enrolment Agreement**

made and entered into by and between:

HEATHERBANK PRE & PRIMARY SCHOOL

A project of the Lovemore Charitable and Educational Foundation Trust  
(hereinafter referred to as "the School")  
and

.....  
(full names and surname), (jointly referred to as the "Parents")

for the tuition and education of

.....  
(full names and surname), (hereinafter referred to as "the Learner(s)")

The School agrees to enrol the Learner upon and subject to the following terms and conditions of this Enrolment Agreement:

#### **School Hours and Terms**

The School closely follows terms and holidays of the Department of Education. The School reserves the right to change the dates issued by the Department.

*Terms for 2025 as follows:*

Term 1: 15 Jan to 28 March Term 2: 7 April to 27 June Term 3: 21 July to 1 Oct. Term 4: 13 Oct to 10 Dec. Public Holidays as per government calendar

#### **Parental Involvement**

The educational model at Heatherbank is based on a three-way collaboration between the School, Parents and Learner. It requires an investment of trust, cooperation, time and energy in support of each Learner's education both at home and at School. A safe and respectful environment is most conducive to effective learning. The School considers 'discipline' to be what is done for the learner, rather than to him/her. This is a process, and requires constant management and time. The School values discipline that fosters mutual respect, dignity and responsibility and applied consistently, firmly and fairly and - most importantly modelled with love. The School strives to maintain an ordered and engaging learning environment through kindness, love and genuine regard for the learners - and requires both the learner and parent's active participation in and responsibility for this.

In order to nurture a spirit of cooperation and trust between teachers and Parents, the following considerations apply when a Learner requires intervention:

The School rules are well thought-out and purposeful. They are also implemented impartially. Parents who have questions or concerns regarding a disciplinary matter are welcome to meet with the relevant teacher, by appointment. By signing this Enrolment Agreement, Parents consent to cooperate with the school's discipline procedures and Code of Conduct policy. We request that parents do not undermine the rules in front of the pupils, but instead stand supportive with decisions made on behalf of the learner. The full Code of Conduct is available on the school's website or may be requested from the office.

## **Mediation**

Should any dispute arise out of or in connection with this Agreement, either party shall be entitled to require, by written notice to the others, that the dispute be submitted to mediation in terms of this clause. The parties hereby designate the Association of Arbitrators, Southern Africa ("AoA") as the administrators of their mediation. The parties agree to abide by the Mediation Rules of The Association of Arbitrators. (Southern Africa) available at <https://arbitration.co.za/mediation/mediation-rules/>

## **School Publications**

Unless otherwise stated in writing, the Parents and the Learners consent that informal photographs taken of the Learners and/or the Parents at various School events or whilst on the School premises may be used by the School in the electronic or printed media such as newspapers, advertisements, magazines, websites and social media.

## **Sport, School Activities and Travel**

Unless otherwise stated in writing, the Parents' consent shall be deemed to have been given to the Learner participating, under supervision, in any sports or activities or travel to any school activity at another venue. It shall also be deemed that the Parents indemnify the school against any injury, harm or other loss that may result from the aforementioned. The School shall not be responsible for any injury, loss or damage to the Learner or the Learner's property resulting from any of the above mentioned activities, except in the case of gross negligence on the part of the School staff or agents, and the Parents indemnify the School against any claims in this regard.

## **Changes in Emergency and Contact Details**

Parents/guardians are required to notify the School, in writing, of any changes to address, telephone, email and postal details as soon as they change. Parents are to supply a number that can be added to their relevant class groups. It is compulsory for a parent/or both to be on the relevant class/sport Whatsapp group at all times to receive regular and important school communication.

## **Illness/Absence from School**

To prevent a vicious circle of infection and re-infection, sick Learners with any contagious disease are not permitted to attend School.

No medication will be administered by the School with the exception of medication for ADD/ADHD, and/or in emergencies (in which case the School shall notify the Parents/Guardians). This should accompany a letter from the parents consenting for the administration of this medication. It shall be kept locked up by the designated person decided by the school, and administered by them alone. The school does not have a registered nurse on the premises to administer any other medications. All other chronic medications must be administered at home in the morning, or by a registered nurse arranged by the parents to go to the school (at designated times), or the parents to administer at the school (at designated times).

Parents/guardians shall notify the School of any changes to the Learner's health, especially in respect of new illnesses and allergies. Learners who are not fit for school should be kept at home, to prevent infecting teachers and learners at school. Parents will be notified if learners show symptoms at school and will be expected to be collected and remain home till restored to full health.

School attendance by learners from Grade R is compulsory in terms of the Schools Act. The School must therefore be provided with any information in respect of casual or prolonged absence from the School by the Learner. (ie more than 5 consecutive days). Should a learner miss more than 21 school days in a year, the department will retain the learner.

## **Indemnification**

The Parents indemnify the School, its employees and officials against any injury, harm or other loss caused to any person, as a result of the conduct of the Learner. The Parents exempt the School, its employees and officials from liabilities incurred on account of any injuries to or illness of the Learner and agree that the School or any of its teachers may consent to any operation or medical treatment of

the Learner should such consent be required for medical reasons on an urgent basis and should it not be possible, for the Parent to be contacted immediately.

### **Reports and Communication**

Comprehensive reports will be completed at the end of each term. A compulsory Parent meeting will be held at the start of the school year and at the end of the second term. The teachers are always available to meet with the Parents. Parents could be called to individual meetings at the end of the first and 3<sup>rd</sup> terms, should there be cause for concern.

### **Snacks and Lunches**

Parents are encouraged to send a healthy packed lunch to School, along with water. The School has a sugar free policy, no sweets, chocolates, chips or fizzy drinks are allowed at school. Should these come to school, they will be confiscated and returned at the end of term. No plastic containers or packets are to sent to school to prevent litter. This includes yoghurt containers and Drink-O-Pop. Instant noodles are also not allowed.

### **Personal Belongings/Toys**

All personal belongings, including uniforms, are to be clearly marked. Toys are not permitted at School. The School accepts no responsibility for lost/misplaced or broken items or clothing. No cell phones are allowed at school.

### **School books and stationery**

All school books, textbooks and stationery are to be looked after. Textbooks are to be returned in good condition at the end of the academic year, failing this will result in a penalty fee to replace the textbook. Learners are to respect and use their stationery sparingly. Any additional stationery must be supplied by the parent/caregiver.

### **Period of Enrolment**

The period of enrolment shall be the entire school year, or in the case of a Learner entering the School after the school year has begun, from the start date of payment to the last day of school in that year. Each Learner is required to be readmitted on an annual basis. Existing Learners will be regarded as having applied for re-admission automatically, which application is then considered at the sole discretion of the School. A Learner's re-admission may be compromised by factors such as serious disciplinary issues involving the Learner, if the Learner no longer meets the age group for the grade applied for or due to the contractual failure of the Parents. This includes arrears in school fees. The aforementioned list is not exhaustive and does not limit the School's discretion to refuse any Learner application for re-admission. The School may require the Parent to withdraw a Learner with immediate effect in cases of serious or repeated misconduct or where it is in the interest of the School or Learner or both.

### **Notice of Cancellation**

Parents assume full liability for tuition fees in respect of the Learner for the School year, subject to the following conditions: In the event of unforeseen circumstances arising, forcing the Parents to withdraw the Learner from the School, a full month's notice, in writing, shall be required from such Parents of such withdrawal. Thereafter the School shall make every effort to mitigate the loss and relieve the Parent from the remainder of their contractual obligation for the outstanding portion of the year.

### **School Fees**

School Fees are to be paid in advance, either annually, termly or monthly, on/before the 10<sup>th</sup> day of each month. Where Parents elect to make monthly payments, such payments are apportioned over 11 (eleven) equal monthly installments. Fees are payable by EFT, deposit at bank or debit order. A Learner may not attend the New School Year until all payments have been settled from the previous year. The

once off deposit for Uniform and Stationery, is also required to be paid in full, together with the fees for the first month. Failing this, the learner will not be admitted in the new school year.

### **Breach**

Failure by the Parents to settle any School Fees and/or Additional Fees which become due in accordance with the Enrolment Agreement shall constitute a breach of the Enrolment Agreement. In that event, a notice of breach is sent to the Parents. In the event of the Parent failing to pay and the account being 30 days in arrears, a letter will be sent to parents (via their child) or by email should there be one on record. In the event of the Parent still failing to pay and the account reaches 60 (sixty) days in arrears, the agreement between the Parent and the School will automatically be terminated. Notice will be sent to the Parent who will then be responsible to enrol their child in a different school. Once the contract between the parent and School has been terminated, the School will inform the district Department of Education. In the event of this Agreement resulting in termination, legal action will become necessary to procure payment if the Parent negates on the payment plan. The Parent hereby agrees in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944 that the School shall, at its option, be entitled to institute any legal proceedings for the recovery of any monies owing by them to the School in any Magistrate's Court having jurisdiction in respect of such proceedings in terms of Section 28 of that Act. Once a notice of breach has been issued, the learner will forfeit access to the school bus.

### **Fee Structure**

The fees for 2025 are as follows:

Grade 00	Deposit R570	11 month fee @ R1050 month
Grade 0	Deposit R570	11 month fee @ R1280 month
Grade R	Deposit R570	11 month fee @ R1280 month
Grade 1	Deposit R1500	11 month fee @ R1350 month
Grade 2	Deposit R800	11 month fee @ R1350 month
Grade 3	Deposit R800	11 month fee @ R1350 month
Grade 4	Deposit R900	11 month fee @ R 1460 month
Grade 5	Deposit R900	11 month fee @ R 1460 month
Grade 6	Deposit R900	11 month fee @ R 1460 month
Grade 7	Deposit R900	11 month fee @ R 1460 month

### **Stationery and uniform (included as deposit in January School fees):**

On receipt of the deposit and first month's school fees, the school will issue once off stationery and uniform as listed below. This is to be marked and looked after. Should it be lost, it is the responsibility of the parent to ensure the pupil has all the necessary stationery and uniform for school daily. Should the pupil require more uniform it can be purchased at school from the School Shop. Tracksuits R550, T-Shirts R100

**Pre school :** Deposit includes 2 T shirts, water bottle, mattress, blanket and pillow and art supplies  
returning pupils - to receive 1 TShirt

**Grade 1 & New Pupils:** Uniform includes a school Tracksuit, 2 navy T shirts and navy shorts.

Stationery 1-7: set of 12 pencil crayons, ruler, rubber, pencil bag, 2 HB pencils per term, a glue stick, sharpener, all workbooks and textbooks including school readers, a flip file and homework book. Grade 7 to receive a maths set and blue pens. Scissors remain the property of the school and will be shared in the classroom. Uniform 1-7: 1 Navy T Shirt

### **Foreign Students:**

The following will be required from parents to enable your child to study at Heatherbank. A copy of the pupils Birth Certificate or Passport and an application in process from Home Affairs for a study permit.

### **Religious Policy:**

As an independent school we have the right to establish our own values and belief system. We uphold Christian Principles and will not tolerate ancestral worship or any practice that conflicts with the Biblical ethos and belief system of the school.

### **The Bus (DISCIPLINE)**

#### **GENERAL RULES:**

1. The bus is a gratuitous service offered to pupils living on the Walmer Township Route, who attend the Heatherbank Pre or Primary School. There are designated stops on the route. The bus will not deviate from these stops/route without approval from the Executive Head.
2. Approved staff members of Heatherbank Pre and Primary School are assigned to specific trips as representatives of the school and should be respected as such.
3. No parents/adults may use the bus as a means of transport.
4. The gratuitous bus service is available for as long as the bus is serviced, licensed and safe for use. When this service is not available, it is the responsibility of the parents/caregivers who have signed the School Contract, to provide safe transport to and from school. The school times are to be strictly adhered to as the school gates will be opened and closed accordingly. There will be no access to the school before or after these times, and there will be no aftercare beyond the school hours.
5. A bus pass will be issued to learners monthly in advance for the use of the bus. This pass (free) will only be for those pupils/parents/caregivers who are not in breach of contract .
6. Should this pass be lost/upheld or stolen the pupil will not be allowed to use the bus until it has been replaced. It is the responsibility of the parents/caregivers to make this arrangement with the Executive Head.
7. It is not safe for pupils to walk to and from school unaccompanied. The school will only release pupils to a designated driver or bus/transport service.
8. Pupils using the school bus are expected to abide by the rules set by the school.
9. There must be a parent/caregiver to fetch pupils from their designated bus stops, as children may not leave the bus unaccompanied by an adult. In this event that there is no one to meet the pupil at the bus stop, the pupil will remain on the bus, and the parent will be responsible to fetch the pupil from school. Pre-school parents will be required to use private transport for 2 days failing the collection of their child(ren) from the bus stop.

#### **BREACH OF CONTRACT:**

1. Should the bus rules be in breach by either the pupil or parent, the school has the right to withdraw the bus pass for a said period.
2. Learners are reminded of the bus rules daily and will be reported, by the staff member on duty, to the Principal or Executive Head.
3. After 3 violations, a Grow letter will be sent home to be signed and returned. The 5<sup>th</sup> violation will result in a second letter being sent home to be signed and returned. Should there be 6 violations in a month, the bus ticket will be taken for 2 days. The learner will then be issued a white bus ticket. After 2 more violations with the white ticket, the ticket will be taken away until the issuing of the next month's pass. It will be the responsibility of the parents (as mentioned above) to ensure safe transport to and from school for the remainder of the month.
4. Non attendance during this suspension period, will be marked as absent.

#### **INDEMNITY AGAINST LOSS/DAMAGE:**

1. While every precaution will be taken for the safety and welfare of learners on the bus, the Parent indemnifies the school against any loss, damage or injury occurring to the learner while using the bus.
2. This includes an indemnity against recovery of costs resulting from damage, loss or medical conditions or hospitalisation, unless such loss is caused by negligence, willfulness or deliberate act of the School or one of its employees.
3. Pupils are only allowed to use the bus for designated grades to prevent overcrowding. This may mean that family members are not able to travel together. Arrangements to be made accordingly.

**BUS RULES :**

1. Pupils are to remain in their designated seats, and are not allowed to walk around on the bus.
2. Pupils are to remain quiet while traveling on the bus.
3. Eating and drinking is not allowed on the bus.
4. No vandalism will be tolerated and learners will be expected to carry the cost to replace the seat or item damaged.
5. Pupils are to be respectful of the driver and designated teacher at all times
6. There is to be no littering on the bus.
7. Pupils may only enter the bus with a designated monthly Bus Pass issued by the school
8. Pupils are to wear the correct school uniform when using the bus service
9. Pupils are to follow the General school code of conduct when on the bus.
10. **Parents are not to approach the school bus and intimidate the learners, teachers or driver. Any grievance to be taken up with the School Principal or Executive Head by arrangement.**

**School Counselor**

The school counsellor assists with the mental wellness of our learners, and may for various reasons need to meet with learners. This may be a referral from a teacher, parent or may be by choice of the pupil. These sessions with the counsellor will be confidential within the laws of counselling confidentiality. Parents are to give the counsellor permission to meet with their child should he/she be referred, to help her/him fulfil his/her potential academically, socially or emotionally depending on where the need arises. Should you not wish for these sessions to take place, it has to be sent to the school in writing.

**Swimming**

Swimming lessons are offered to Pre-schoolers in the 2&3rd school terms on a weekly basis. An amount of R100 is to be paid for the specific cap needed, and a further R100 for the weekly transport. The lessons are a donation by the Bay Eagle Academy. Should you not want your child to take part in these lessons, please notify us in writing. Whilst the school endeavours to ensure the safety and security of all pupils and shall at all times observe the strictest levels of precaution, safety and security, the undersigned parent hereby indemnifies the school and it's representatives from any liability howsoever arising from any loss of injury sustained by any pupil whilst he or she is engaged in swimming lessons at school.

We, the undersigned, have read the contents of Heatherbank Primary School's Admission Policy, Code of Conduct (available on request) and Enrolment Agreement and we declare that we understand the content thereof and agree to be bound by its terms and conditions.

DATED at Heatherbank School on ..... day of..... 2025

PARENT NAME: .....

SIGNATURE: \_\_\_\_\_ -

IDENTITY NUMBER: .....

CELL NUMBER:.....

EMAIL.....

*# Parent – refers to Primary care giver. This includes Guardian/Adopted Parent/Foster Parent*

*#School – Refers to the Trust – The Lovemore Charitable and Educational Foundation Trust, trading as the Heatherbank Pre and Primary School*

*# Learner – refers to a pupil/child/minor - enrolled at the School*