



WATERFALL PREPARATORY

111 Ngwele Road, Hillcrest
 PO Box 1890 • Link Hills • 3652
 Tel: 031 710 1814
 Email: hello@waterfallprep.co.za
 www.waterfallprep.co.za
 Waterfall College NPC
 Reg. No. 2004/030193/08

Application for Admission

Registration fee - Proof of payment to accompany this application (Non-refundable) **R 350**
Enrolment Fee - Confirms place after receipt of Letter of Acceptance (Non-refundable) **R1 500**

THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FORM:

- COPIES OF BOTH PARENTS' IDENTITY DOCUMENTS
- COPY OF CHILD'S BIRTH CERTIFICATE / IDENTITY DOCUMENTS
- COPY OF CHILD'S CLINIC CARD OR IMMUNISATION RECORD
- RECENT STATEMENT OF SCHOOL FEES
- COPY OF MOST RECENT REPORT
- LAST THREE MONTHS BANK STATEMENTS OF 2 CONTRACT SIGNATORIES
- PROOF OF PAYMENT OF REGISTRATION FEE

Standard Bank, Account , 062550608 Branch 051001 – Ref: Surname, initial, Reg. fee

FOR OFFICE USE			
Birth certificate copy		Registration fee paid	
Two latest school reports		Enrolment fee paid	
Father's ID copy		School fee account	
Mother's ID copy		3mths Bank Statements X 2	
Clinic Card		Debit order signed	

1. Child's Personal Information

Last Name:	
Full First Names:	
First Name:	
Gender:	
ID/Passport Number:	
Date of Birth:	
Age:	
Religion:	
Population Group:	
Home Language:	
Other Home Language:	
Date of Entry:	
Grade of Entry:	
Position of Child in Family:	
Family Member at Waterfall Pre-Primary/Preparatory/Senior	
Residence During Term:	

2. Main Contact Information

Name:	
Email Address:	
Cell Phone Number:	
Receive SMSs?	YES NO

3. Medical Information

Child's Allergies:	
Medical Notes:	
Medical Aid Scheme:	
Medical Aid Principal Member:	
Medical Aid Principal Member's ID:	
Medical Aid Number:	
Preferred Doctor:	
Doctor's Telephone Number:	
Doctor's Address:	
Does your child have any specific needs?:	
Does your child, or has your child suffered from any illness/disabilities?:	
Is there been a family history of learning problems?:	
Was your child's speech development normal?:	
Was your child's motor development normal?:	

4. Medical Consent

In a situation that it is deemed necessary, Waterfall Preparatory School reserves the right to utilize medical services deemed most appropriate.

5. Previous Schooling

At School Prior to Enrolling?:	YES NO
First Registration in this Province?:	YES NO
Previous School:	
Province of Previous School:	
Country of Previous School:	
Had formal Grade R?:	

6. Nationality and Permit Information

Nationality:	
Require Study Permit?	YES NO
Study Permit Information:	

7. First Parent/ Legal Guardian Information

ID Number:	
Last Name:	
First Name:	
First Full Names:	
Title:	
Initials:	
Gender:	
Date of Birth:	
Relationship to Child:	
Occupation:	
Employer:	
Work Telephone Number:	
Home Telephone Number:	
Cell Number:	
Receive SMSs:	YES NO
Email Address:	
Residential Address:	
Postal Address:	
Report Required?:	YES NO

8. Second Parent/Legal Guardian Information

ID Number:	
Last Name:	
First Name:	
First Full Names:	
Title:	
Initials:	
Gender:	
Date of Birth:	
Relationship to Child:	
Occupation:	
Employer:	
Work Telephone Number:	
Home Telephone Number:	
Cell Number:	
Receive SMSs:	YES NO
Email Address:	
Residential Address:	
Postal Address:	
Report Required?:	YES NO

9. Emergency Contact (other than parents listed above)

Emergency Contact:	
Contact Number:	
Relationship:	
Email Address:	

10. Details for Delivery of Account

Name 1:	Email 1:
Name 2:	Email 2:



CONTRACT BETWEEN WATERFALL PREPARATORY SCHOOL (WATERFALL COLLEGE NPC) AND PARENT/S OR LEGAL GUARDIANS

SECTION 1 - PARENT / LEGAL GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

GENERAL INDEMNITY.

Full Name - First Parent/Legal Guardian _____

Full Name - Second Parent/Legal Guardian _____

Full Name – Scholar _____

I/We declare that the above are the parent/s or legal guardian/s of the Scholar (referred to in this contract as the Child) and are the persons who are signing responsibility for this contract. 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 Child to be successfully enrolled and retained at Waterfall Preparatory.

IMPORTANT NOTICE

By signing or initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of Waterfall Preparatory, which form part of this Contract. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.

This Contract contains clauses which may limit the risk or liability of Waterfall Preparatory or a third party; and/or

1. may create risk or liability for you; and/or
2. may require you to indemnify Waterfall Preparatory or a third party; and/or
3. serve as an acknowledgement, by you, of a fact.

The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your 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 you or Waterfall Preparatory in terms of the Consumer Protection Act.

SECTION 2 - GENERAL OBLIGATIONS OF WATERFALL PREPARATORY

- 2.1 The admission and enrolment of learners to Waterfall Preparatory is at the discretion of the Principal who may refuse a learner's admission to Waterfall Preparatory without giving reasons therefore and may grant temporary or provisional enrolment to Waterfall Preparatory subject to such further terms and conditions which the Principal may impose. The Principal may, at his/her sole discretion, cancel enrolment in accordance with the Rules.
- 2.2 For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to Waterfall Preparatory and also regulates the relationship between Waterfall Preparatory, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with Waterfall Preparatory. Subject to clause 2.1, nothing in this Agreement should be interpreted as a representation or warranty made by Waterfall Preparatory that your Child will be admitted to and enrolled with Waterfall Preparatory.
- 2.3 While your Child remains a pupil of Waterfall Preparatory, we undertake 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 your Child is permitted to be on School premises or is participating in activities organised by Waterfall Preparatory.
- 2.4 We shall monitor your Child's progress at Waterfall Preparatory and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition a formal assessment can be arranged either by you or by Waterfall Preparatory at your expense.
- 2.5 The parties take cognisance of the limitations of Waterfall Preparatory'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 Principal, Waterfall Preparatory cannot, or can no longer, provide adequately for your Child's special educational needs, Waterfall Preparatory may not offer enrolment with Waterfall Preparatory or may cancel this contract in terms of clause 12.

<i>Initials:</i>

SECTION 3 - DISCLAIMERS

- 3.1 You acknowledge that Waterfall Preparatory 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 Waterfall Preparatory premises by your Child, unless Waterfall Preparatory or its staff are in physical possession of that property and damage occurs to that property either because –
 - 3.1.1 Waterfall Preparatory or its staff treated the property as their own; or
 - 3.1.2 Waterfall Preparatory or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property
- 3.2 Unless you expressly notify us in writing to the contrary, you consent to your Child participating, under proper supervision, both in and outside Waterfall Preparatory, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to your Child travelling to and participating in School activities and programmes outside Waterfall Preparatory. Subject to Waterfall Preparatory taking reasonable care to avoid harm and save for any gross negligence on the part of Waterfall Preparatory, its employees or agents, Waterfall Preparatory is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify Waterfall Preparatory against any claims in that regard.

SECTION 4 - PARENTS' GENERAL OBLIGATIONS

- 4.1 You will inform Waterfall Preparatory in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of the kind referred to in clause 2.5.
- 4.2 In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to fulfil your own obligations under these terms and conditions; encourage your Child in his or her studies, and give appropriate support at home, keep Waterfall Preparatory informed of matters which affect your Child, maintain a courteous and constructive relationship with School staff and attend meetings and otherwise keep in touch with Waterfall Preparatory where your Child's interests require you to do so.
- 4.3 The Principal may in his or her discretion require you to remove or may suspend or expel your Child if your behaviour is in the reasonable opinion of the Principal so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at Waterfall Preparatory or the well-being of Waterfall Preparatory staff or to bring Waterfall Preparatory into disrepute.
- 4.4 The Principal may, at his/her discretion, require you to remove or may suspend or expel your Child from Waterfall Preparatory, if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Principal the Child's removal is in Waterfall Preparatory's best interests or those of your Child, other children or the wider School community. In this case, you will be asked to remove your Child 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. Waterfall Preparatory will not be required to give you a full term's written notice under these circumstances. Should the Principal exercise this right, your deposit will be forfeited. However, any prepaid fees will be refunded to you.
- 4.5 Waterfall Preparatory rules may set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a child may be expelled or suspended for offences which are not included in these examples. In particular, the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the child or the circumstances of the case otherwise justify such action.

SECTION 5 - REGISTRATION FEE AND ENROLMENT FEE

- 5.1 A non-refundable Registration Fee is payable on submission of this application.
- 5.2 An offer of a place for a Child at Waterfall Preparatory is accepted by you signing this contract and paying the Enrolment fee.
- 5.3 If, subsequent to entering into this contract, your Child does not take up a place at Waterfall Preparatory (save for by reason of death or long term hospitalisation) you will not be refunded the Registration or Enrolment Fee

Initials:

SECTION 6 - PAYMENT OF FEES

- 6.1 You have absolute responsibility for the payment of any Fees applicable to your Child attending Waterfall Preparatory. You also acknowledge that Waterfall Preparatory Fees are payable in advance on the first day of term and agree to sign a debit order for the school to process monthly collection of school fees. If you are unclear about any of your financial obligations, Waterfall Preparatory will on request provide a written explanation. Any Fee or other moneys owing by you to Waterfall Preparatory not paid on or before the due date may 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 Waterfall Preparatory determines from time to time in its sole discretion. Interest not paid to Waterfall Preparatory 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 Waterfall Preparatory will be entitled to recover from you 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.
- 6.2 Interest will be payable on overdue accounts and should your account be referred to an attorney for collection, you will be liable for default administration costs and collection costs including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.
- 6.3 In the event of the Third Party taking responsibility for the payment of the Fees, you by your signature hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the Third Party for payment to Waterfall Preparatory of any amounts which are owing and may at any time become owing to Waterfall Preparatory by the Third Party.
- 6.4 You also acknowledge that if any instalment on account of a fee which is payable is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by you. No indulgence or grant of time by Waterfall Preparatory will constitute a waiver of its rights under this contract or otherwise
- 6.5 You agree that fees paid in advance will be deposited by Waterfall Preparatory and held in accordance with the Consumer Protection Act, but that Waterfall Preparatory will be entitled to treat the interest generated from such funds as income.
- 6.6 School fees will be reviewed each year and shall be made available to you before the beginning of term 4, giving you one school term’s notice of any increase in the fees. You have a right to cancel this contract without penalty should Waterfall Preparatory fees increase to an amount which you no longer wish to pay, provided that you give Waterfall Preparatory one term’s written notice.

SECTION 7 - PROTECTION OF PERSONAL INFORMATION

- 7.1 By entering into this contract, and unless you at any time instruct Waterfall Preparatory expressly and in writing to the contrary, your consent is given for Waterfall Preparatory to
 - 7.1.1 collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees
 - 7.1.2 collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by Waterfall Preparatory for Waterfall Preparatory-related purposes to the extent required for the purpose of managing relationships between Waterfall Preparatory, parents/guardians, and current learners as well as providing references and communicating with the body of former learners
 - 7.1.3 include photographs, with or without name, of your Child in Waterfall Preparatory publications, or in press releases to celebrate Waterfall Preparatory’s or your Child’s activities, achievements or successes
 - 7.1.4 supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, Waterfall Preparatory cannot be liable for any loss you or your Child 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
 - 7.1.5 inform any other school or educational institution to which you propose to send your Child of any outstanding fees
 - 7.1.6 contact previous schools with whom you have had a contract and request information concerning payment of the school fee account
 - 7.1.7 Waterfall Preparatory may carry out a formal credit check on those responsible for payment of school fees

Initials:

- 7.2 Waterfall Preparatory may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to Waterfall Preparatory that it may do so. Should this be the case, Waterfall Preparatory may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.
- 7.3 The provisions of this Clause 7 shall survive the termination of this contract.

SECTION 8 - GENERAL

- 8.1 You choose the residential address by each parent under the 'Declaration' as your chosen legal address/es for the service of all notices and legal processes and the postal and email addresses for all other communications by Waterfall Preparatory to you.
- 8.2 You confirm that all the particulars that you may furnish or that you have furnished to Waterfall Preparatory on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.
- 8.3 You undertake to advise Waterfall Preparatory in writing of any changes to the details included in this contract.
- 8.4 You accept that Waterfall Preparatory is based on Christian principles and undertake that this will not be undermined.
- 8.5 You agree to ensure that your child is fetched timeously at the end of the school day. You acknowledge that you are responsible for your Child, whether on the property of Waterfall Preparatory or not, after the notified finishing times of any school activity/event/function.

SECTION 9 - JURISDICTION AND GOVERNING LAW

The contract between you and Waterfall Preparatory is governed by South African law. You agree that Waterfall Preparatory, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to Waterfall Preparatory in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution.

SECTION 10 - VARIATIONS

We reserve 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 in the proper delivery of education at Waterfall Preparatory. Waterfall Preparatory will give you at least a term's notice of any such modifications.

SECTION 11- PARTIAL INVALIDITY

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one of such 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.

SECTION 12 - TERMINATION AND CANCELLATION

- 12.1 **You have the right to cancel this contract at any time, for any reason, provided you give a full term's (three months) notice, in writing, of this intention before the withdrawal of the child from Waterfall Preparatory. Failure to provide a term's notice (three months) will result in your being legally obliged to pay one term's school fees in lieu of notice.**
- 12.2 Waterfall Preparatory has a right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract. You will be obliged to find alternative schooling and at the end of the term in question, you will be required to withdraw the child from Waterfall Preparatory.
- 12.3 This is without prejudice to Waterfall Preparatory's other remedies, **Waterfall Preparatory may cancel this contract immediately and has no obligation to return any prepaid fee to you if you are in material breach of any of your obligations – this includes payment of school fees by due date - and have not (in the case of a breach which is capable of remedy) remedied the material breach within 20 (twenty) business days or a notice from Waterfall Preparatory requiring you to remedy the breach,** and in addition it may claim payment of all monies 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.

Initials:

- 12.4 For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be)
- 12.4.1 fails to uphold the Policies of Waterfall Preparatory
 - 12.4.2 fails to pay any Fees when due
 - 12.4.3 **fails to settle outstanding fees due to Waterfall Pre-Primary School (Pty) Ltd**
 - 12.4.4 fails to fulfil any legal requirement necessary for your Child to attend Waterfall Preparatory or
 - 12.4.5 acts in such a way that you or the Child become seriously and unreasonably uncooperative with Waterfall Preparatory and in the opinion of the Principal, you or your Child's behaviour negatively affects your Child's or other children's progress at Waterfall Preparatory, the well-being of Waterfall Preparatory staff, or brings Waterfall Preparatory into disrepute.

It is a condition of attendance at Waterfall Preparatory that you sign in the space provided below and initial each page. The Board of Directors may at its discretion consider this declaration and contract to be null and void if this document is altered in any way.

DECLARATION

I/we, the parent/legal guardians of _____, do hereby declare that I/we have read and understood this Contract, including the school fees payable notice period and policies of Waterfall Preparatory. The address/es below are my/our chosen legal address in terms of section 8.1 above.

In a situation deemed by the school or its representative to be critical or an emergency, signature below confirms consent for medical treatment to be provided to the Child as may be deemed necessary.

FATHER / *LEGAL GUARDIAN 1

MOTHER / *LEGAL GUARDIAN 2

Name

Name

Signed

Signed

Relationship to child

*** Proof of legal guardianship to be attached**

Relationship to child

*** Proof of legal guardianship to be attached**

Street address:

Street address:

Date _____

Date _____

SIGNED ON BEHALF OF WATERFALL PREPARATORY SCHOOL, 111 NGWELE ROAD, HILLCREST, 3610

Mr Bradley Cooper
Headmaster

Date _____

Waterfall Preparatory school

Debit Order Instruction for monthly payment of school fee account

It is a requirement of the contract between Waterfall Preparatory School (Waterfall College NPC) and the parent/guardian that the debit order consent be signed. This is for collection of any fees that are not paid annually and includes ad hoc charges that may have been approved by a parent/guardian.

I/We

Account Holder Name and Surname as per Identity Document and ID number.

hereby request, 'instruct' and authorise the Waterfall College NPC's (Reg. no 2004/030193/08) Financial Department to issue and deliver payment instructions to the bank for collection against my/our account at the abovementioned bank (or any other bank or branch to which I/we may transfer my account) in respect of the signed Authority and Mandate with Waterfall College NPC as dated on signature hereof (the Agreement) for

Child's (1) Name and Surname as on Birth Certificate

Child's (2) Name and Surname as on Birth Certificate

on the condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Contract namely, *published school fees, aftercare fees, holiday fees or other expenses signed as accepted*, commencing on the Contract commencement date and continuing until this Authority and Mandate is terminated by me/us by giving the Waterfall College NPC's Financial Department written notice of no less than 1 (one) calendar month, delivered by hand to the school address (111 Ngwele Road, Hillcrest) or emailed to accounts@waterfallschools.co.za. I/We agree that, although this Authority and Mandate may be cancelled by me/us, the cancellation will not cancel the Agreement. This authorised payment instruction must be issued and delivered as follows; debit my/our account

Bank

Branch

Branch Number

Account Holder Name

Account Number

Account Type (Cheque / Savings / Transmission)

with the debit amount on the 1st (first) day (Payment Day) of each and every month commencing on the 1st (first) day of the month following the contract date. In the event that the Payment day falls on a Saturday, Sunday or recognised South African public holiday, the Payment Day will automatically be the next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, Waterfall College NPC is entitled to track my/our account and re-present the instruction for payment as soon as sufficient funds are available in my/our account. I/We agree to pay any bank charges relating to this debit order instruction.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by South African banks and I/we also understand that the details of each withdrawal will be printed on my/our bank statement. Each transaction will contain a number, which must be included in the said payment instruction, and if provided to you, should enable you to identify the Agreement. A payment reference is added to this form before issuing of any payment instruction. I/We shall not be entitled to any refund of amounts which Waterfall College NPC has withdrawn while this Authority was in force, if such amounts were legally owing to Waterfall College NPC.

I/We acknowledge that all payment instructions issued by Waterfall College NPC shall be treated by my abovementioned bank as if the instructions had been issued by me/us personally.

I/We acknowledge that the party hereby authorised to affect the drawing/s against my/our account may not cede or assign any of its rights to any third party without my/our prior written consent. I/We may not delegate any of my/our obligations in terms of the Authority to any third party without prior written consent of the authorised party.

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

Authorised signature(s) for above account