



ACCEPTANCE OF AN OFFER OF A PLACE: BOARDING HOUSE

I/We: (Father)
(Mother)

the undersigned, in my/our capacity/ities as Parent(s) / Guardian(s) / other (please specify):
of: (Student's full names)....., known as.....
do hereby accept the offer by the College of a place for the Student at the College, as a **Boarder** in **Grade**
with effect **from**, subject to the terms and conditions herein set out.

PARTICULARS OF PROSPECTIVE STUDENT

Home language: Gender:..... Date of birth: Place of birth:

Religious denomination: Nationality: Ethnicity:

I D Number:..... Passport number if not South African:

Name and address of Student's previous school:

Grade completed at date of leaving last school:

Has Student ever repeated a class? (Yes/No): How many times?

Name/s of brother/s and/or sister/s (age in brackets): (1) (.....)
(2) (.....) (3) (.....) (4) (.....)

Other family members who have attended / are attending Somerset College:

Name: Relationship: From: to:

Name: Relationship: From: to:

FURTHER PARTICULARS OF APPLICANT (Please provide FULL names and titles)

(Father) ID No:

(Mother) ID No:

(Guardian/Custodian) ID No:

Business/Profession: (Father)

(Mother)

(Guardian/Custodian)

Marital status: Are Parents permanently resident in South Africa? (Yes/No)

Residential address:.....

Postal code:

Postal address:

Postal code:

Business name and address:

Postal code:

Telephone numbers: Mother Father

Home: (code) No..... (code) No.....

Business: (code) No..... (code) No.....

Fax: (code) No..... (code) No.....

Mobile: /

Email address: /

Where Parents are divorced or separated, or if other special circumstances prevail, please provide further relevant details / instructions, if any:

Doctor: Name Phone number (code) No.....

Address

Allergies:

SOMERSET COLLEGE
TERMS AND CONDITIONS RELATING TO BOARDERS

1. INTERPRETATION

In these conditions, unless the context otherwise indicates a contrary intention or the contrary intention clearly appears:

- 1.1 The following expressions bear the meanings assigned to them below and cognate expressions their corresponding meanings:
 - 1.1.1 "The Applicant/s" means the parent/s and/or guardian/s and/or other person/s identified as the applicants in the Application to place a Boarder;
 - 1.1.2 "The College" means Somerset College, an association not for gain incorporated in terms of Section 21 of the Companies Act No. 61 of 1973 (as amended) having registration number 1996/010718/08;
 - 1.1.3 "The Deposit" means a deposit paid to the College in respect of the enrolment of the Student into the Boarding House and shall include, where applicable or appropriate, a deposit so payable;
 - 1.1.4 "The Enrolment Application" means the document entitled "Acceptance of the offer of a Boarding Place at Somerset College", to which these terms and conditions are an annexure and shall include, where applicable or appropriate, these terms and conditions;
 - 1.1.6 "The Student" means the person identified as such in the Enrolment Application;
 - 1.1.7 "Term" means an academic term of the College, including the first and last days of the term in question;
 - 1.1.8 "The Boarding House" means the Boarding House facilities of the College.
- 1.2 Any gender includes the other genders.
- 1.3 A natural person includes a juristic person and vice versa.
- 1.4 The singular includes the plural and vice versa.

2. ENROLMENT

- 2.1 The College hereby agrees to accommodate the Student in the Boarding House as a boarder upon and subject to the terms and conditions set out herein, and to the extent applicable or appropriate also to the Application, submitted in respect of the Student.
- 2.2 The College shall only be bound by this agreement in the event that it has been duly signed by or on behalf of:
 - 2.2.1 The Applicant/s;
 - 2.2.2 The College.
- 2.3 Notwithstanding the provisions of this clause the College shall be entitled, in its discretion, to waive compliance with the requirement that the Application be signed by one or more of the Applicants.
- 2.4 The fact that the Application may not have been signed by all the Applicants shall not affect or limit the liability of those Applicants whose signature appears thereon, or on whose behalf it was signed.
- 2.5 The Deposit held by and ceded to the College to secure the place of the Student in the Boarding House shall be held to termination to account for any loss that may be suffered by the College for fees not paid, and which will be paid back, less any unrecovered loss at that time.;

3. REPAYMENT OF ENROLMENT LOAN

Where the enrolment of the Student is secured by a Deposit, such Deposit:

- 3.1 Shall become repayable/returnable by the College to the parent/s/guardian/s identified in this application on the 31st day of December in the year in which the Student completes Grade 12, provided that in the event that the admission is cancelled before the Student enters the school the full Enrolment Loan shall become repayable/returnable 90 (ninety) days after the date of the cancellation referred to;

- 3.2 In the event that the Student leaves the school prior to the completion of Grade 12, the Enrolment Loan shall become repayable/returnable 90 (ninety) days after the date the Student leaves the College;

- 3.3 Notwithstanding the above, the refund of the Deposit shall only be made upon written application for such repayment by the deposit holder to the College.

4. RULES

- 4.1 The Applicant/s and the Student agree and undertake to comply with and abide by the rules, Codes of Conduct, regulations, policies and procedures applicable from time to time to the Boarding House and decisions made by the College from time to time in relation to the Boarding House and hereby agree and warrant and undertake to procure that every parent, guardian and/or other person exercising rights of control or decision-making powers in respect of the Student shall similarly comply and abide with the rules, regulations, policies and procedures applicable to the Boarding House from time to time and the decisions made by the College from time to time in relation to the Boarding House.

- 4.2 The College shall be entitled to amend and/or replace the rules, regulations, policies and procedures from time to time applicable.

5. FEES

- 5.1 Unless otherwise specifically agreed to in writing by the College:

- 5.1.1 All the deposits, fees and disbursements payable by the Applicant/s shall be as determined and published from time to time by the College. The deposits, fees and disbursements payable, may be varied at the discretion of the College upon giving 30 (thirty) days notice in writing to the Applicant/s. The fees and disbursements quoted by the College are not all inclusive and only include those items specifically referred to in the schedule of fees and disbursements, and the Applicants hereby agree to repay the College all expenditure incurred by the College on behalf of and/or directly in relation to the Student. The fees together with any other amounts claimable by the College shall be paid in advance, free of exchange and without deduction or set-off by not later than the first day of each respective Term;
- 5.1.2 It is agreed that any fees paid in advance will be deposited by the College and held in accordance with The Consumer Protection Act, with interest or other income therefrom to accrue to the College as income;
- 5.1.3 All other amounts claimable by the College shall be paid by the Applicant/s to the College within 7 (seven) days of receipt of an account in respect thereof;
- 5.1.4 A late payment administration fee shall be levied in respect of all amounts not paid on the due date thereof;
- 5.1.5 The College reserves the right to undertake a full credit reference check for the purposes of a financial means assessment. This will include contacting the present school (as laid down in the Independent School's Association of Southern Africa' "Code of Ethical Practice);
- 5.1.6 A certificate signed by the headmaster of the College alternatively the bursar of the College (whose appointment need not be proved), certifying the amount owing to the College by the Applicant/s and/or the Student and/or both in respect of capital, penalty fees and/or any other amount shall be sufficient proof thereof for the purpose of obtaining summary judgement, provisional sentence and/or default judgement and in any legal proceedings the burden to prove that the certificate is incorrect (and the extent thereof) shall rest upon the party/ies challenging the same;
- 5.1.7 In the event that any payment is not made to the College on due date thereof and the Applicant/s or any of them remain in default for a period of 14 (fourteen) days after receipt by any of the Applicants of written notice calling for such payment, or in the event that the Student or any party comprising the Applicant/s breaches any term or condition hereof or the rules, the Codes of Conduct, regulation, policies and procedures referred to above and remain in default for a period of 14 (fourteen) days after receipt by any

- the Applicants of written notice requiring the remedy of such breach, the College shall be entitled, entirely without prejudice, to any other rights it may have in terms hereof or otherwise, to terminate the right of the Student to reside at the Boarding House forthwith upon written notice given to any of the Applicant/s which notice shall be complete upon the posting thereof to the *domicilium citandi et executandi* of the Applicant/s. Upon termination of the enrolment the Student shall be obliged to leave the Boarding House forthwith;
- 5.1.8 To the extent that the Applicant/s or any of them paid a Deposit, the Applicant/s agree that the College shall be entitled but not obliged to set-off against the Deposit, any amount due to the Applicant/s or any one of them to the College.
- 6. INDEMNITY AND LIABILITY**
- 6.1 The Applicant/s and/or the Student and/or the parent/s and/or the custodian/guardian/s shall have no claim for damages against the College, its Board of Governors, the headmaster and/or staff of the College, the Boarding House house parents, the authorized agents and/or representatives of the College and/or the trustees for the time being, from time to time of the Somerset College Educational Trust (hereinafter collectively referred to as the Somerset College) and may not withhold or delay any payment due to the College by reason directly or indirectly of:
- 6.1.1 A breach of the College of any of its obligations;
- 6.1.2 Any act or omission of any party comprising the persons and entities referred to in the definition of the Somerset College or any agent or servant or contractor of any such entity or person, where or not negligent (but excluding gross negligence), or otherwise actionable at law, regardless the reason thereof, including the negligence (but excluding gross negligence) of any of the entities or persons referred to hereinbefore and the Applicant/s and the Student, jointly and severally the one paying the other to be absolved, hereby indemnify the Somerset College or any of the parties liability to the Student, the parent/s of the Student, the custodian/s of the Student, the guardian/s of the Student, the Applicant/s and/or members of the Applicant/s household/s.
- 6.2 The liability of the Applicant/s under and by virtue of the provisions of this clause and/or these conditions shall be joint and several, the one paying the other to be absolved.
- 6.3 The Applicants are advised to make arrangements to insure the possessions of the Applicants and/or the Student that are brought onto the Boarding House or College grounds.
- 7. DOMICILIA AND NOTICE**
- 7.1 The Applicant/s and the Student choose as their *domicilium citandi et executandi* the residential address of the Applicant/s reflected on the Application provided if more than one residential address is reflected of the Applicant/s, the residential address, first reflected, shall be deemed to be the *domicilium citandi et executandi*.
- 7.2 Any notice, demand or other communication properly addressed to the addressee at the latter's *domicilium* in terms hereof, and sent by prepaid registered post shall be deemed to be received by the addressee on the fifth business day following the date of the posting thereof. The provisions of this clause shall not be construed as precluding the utilization of other means and methods, including telefax and/or e-mail, for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.
- 7.3 This contract may be terminated by either party upon 2 (two) term's written notice. The requirement for 2 (two) term's notice shall be deemed not to have been satisfied unless the other Party receives the applicable notice on or before 16h30 on the last day of the term but one (prior to the applicable holiday) preceding the term at the end of which the notice is to take effect:
- 7.3.1 This period of notice applies if the parent wishes to terminate this contract for any reason and to withdraw the Student prior to the final exit examination. If such notice is not given, a full two (2) term's fees, at the rate applicable for the next term in which the Student would have been, shall be paid in lieu of notice;
- 7.3.2 Similarly this period of notice applies if the school elects for any reason to terminate this contract.
- 7.4 Notice to any one of the Applicants shall be deemed to be notice to all the Applicants.
- 7.5 The Applicant/s and/or the Student and/or the parent/s and/or the custodian/guardian/s give their consent for the Student's name, photo, and/or work to be reproduced in newsletters, newspapers and Internet sites and other such publicity media. Furthermore, they will not hold the School staff and their agents liable for any possible actions resulting from privacy or copyright issues.
- 8. COSTS**
- In the event that the College briefs legal representatives to enforce any of its rights in terms hereof, and/or to defend any proceedings brought by or on behalf of the Applicant/s and/or the Student, it shall be entitled to recover costs on the scale as between attorney and own client, including collection commission and tracing charges.
- 9. JURISDICTION AND DISPUTE RESOLUTION**
- 9.1 In the event of any dispute or difference arising between the parties hereto or any of them, relating to or arising out of these conditions including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of any agreement concluded between the parties relating to the accommodation of the Student at the Boarding House, the parties will meet forthwith to attempt to settle such dispute or difference and failing such settlement within a period of 7 (seven) days, the dispute or difference shall, if demanded by any party on written notice to the other party/ies, be submitted for resolution to a referee in accordance with the provisions set out below.
- 9.2 The hearing referred to in sub-clause 8.1 will be held:
- 9.2.1 At Somerset West;
- 9.2.2 Informally but in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended;
- 9.2.3 With a view of its being completed within 30 (thirty) business days after it is demanded, having particular regard to any urgency regarding the matter in issue.
- 9.3 The referee will be, if the question in issue is:
- 9.3.1 Primarily a legal matter, a practicing senior advocate or attorney of not less than 15 years standing and failing agreement between the parties to the dispute within 48 (forty-eight) hours after a hearing of the dispute has been demanded in terms of sub-clause 8.1 of this clause, such person shall be nominated by the president for the time being of the Cape Law Society or such entity or body as may replace it from time to time hereafter;
- 9.3.2 In any other matter, an independent person agreed to by the parties and failing agreement between the parties to the dispute within 48 (forty-eight) hours after a hearing of the dispute has been demanded in terms of sub-clause 8.1 of this clause, such person shall be nominated by the president for the time being of ISASA or such entity or body as may replace it from time to time hereafter.
- 9.4 If agreement cannot be reached between the parties within 48 (forty-eight) hours after a hearing has demanded as to whether the question in issue falls under sub-clause 8.3.1 or sub-clause 8.3.2, then a practicing senior advocate of not less than 15 years standing (to be determined in accordance with sub-clause 8.3 above) will determine the nature of such issue.
- 9.5 The referee:
- 9.5.1 Will have regard to the desire of the parties to dispose of such dispute expeditiously, economically and confidentially;

- 9.5.2 Need not observe or take into account the strict rules of law in arriving at his/her decision, which will be made as an expert and not as an arbitrator;
- 9.5.3 Will determine the party liable for his/her costs and the costs of any experts he consults and the costs of the parties, and such party will pay his/her said costs;
- 9.5.4 Will be entitled to consult with attorneys, counsel and/or any other expert with regard to any matter or issue as he/she may deem fit.
- 9.6 The parties irrevocably agree that the decision in any proceedings hereunder:
 - 9.6.1 Will be final and binding on all of them;
 - 9.6.2 Will forthwith be carried in effect;
 - 9.6.3 May be made an order of any court of competent jurisdiction.
- 9.7 The provisions of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of the agreement between the parties.
- 9.8 Notwithstanding the provisions of this clause, the parties agree that the College shall be entitled to institute legal proceedings against the Applicant/s or any of them and/or the Student out of any court of competent jurisdiction and the Applicant/s and/or Student consent and submit to the jurisdiction of the Cape of Good Hope Provincial Division of the High Court of South Africa in any dispute arising from or in connection with these conditions and/or the Student. Notwithstanding such submission, the College will be entitled to institute legal proceedings against the Applicant/s or any of them in any magistrate's court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of that court, to which jurisdiction the Applicant/s or any of them, as the case may be, hereby consent.
- 9.9 Provisions of this clause shall apply *mutatis mutandis* in relation to any dispute or difference between the College on the one hand and/or the Applicant/s or any of them and/or the Student on the other hand in respect of the rules, regulations, policies and procedures applicable from time to time to the Hostel and/or the enforcement thereof.
- 9.10 The College shall be entitled, without prejudice to any other rights or remedies it may have, to suspend the right of the Student to reside at the Hostel and/or to use any of the Boarding House facilities as a disciplinary measure and/or

pending the outcome of any proceedings as envisaged in terms of this clause.

- 9.11 The College shall be entitled, without prejudice to its rights and remedies, to terminate this agreement forthwith and without prior notice in the event that the Student ceases to be a Student of the College for any reason whatsoever.

10. MEDICAL TREATMENT

The College and/or any representative of the College including without limiting the generality of the above, the headmaster, any educator of the College and/or any of the house parents shall be entitled, in the situation they consider to be urgent, to cause the Student to be treated by any medical practitioner and/or any medical facility selected by the applicable person/s and the Applicant/s hereby undertake and agree to pay all costs and expenses incurred in connection therewith, forthwith upon demand.

11. WARRANTY OF AUTHORITY

Any person/s signing the Application warrants that he/she has the authority to sign it on behalf of any person/s he/she purports to represent.

12. VARIATION

- 12.1 The College shall be entitled to vary the terms and conditions at any stage upon giving one Term's notice to the Applicant/s.
- 12.2 No variation of these conditions, which has the effect of releasing the Applicant/s and/or the Student from any of this obligations in terms hereof shall be binding on the College unless contained in a written document duly signed on behalf of the College.

13. NON-WAIVER

The College shall not be regarded as having waived or be precluded in any way from exercising any right by reason of the fact that it has at any time granted an extension of time or shown any indulgence of the Applicant/s and/or the Student or has failed to enforce or delayed in the enforcement of any right against the Applicant/s and/or the Student.

Signed at this day of 2.....

(Father).....

(Mother).....

(Guardian/ Custodian).....

(TO BE SIGNED BY BOTH PARENTS OR DULY APPOINTED GUARDIAN OR CUSTODIAN)

Signed on behalf of the College on this day of 2.....

Signed:.....

Authorised Signatory: Name: