



## ST MARTIN'S PRE-PRIMARY SCHOOL PARENT CONTRACT

**NAME OF CHILD:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**This Parent Contract is part of the St Martin's Pre-Primary School's enrolment and registration process, which is only deemed finalised once it has been signed and returned.** (It was drafted by the Legal Department of the Independent Schools' Association of Southern Africa (ISASA), of which St Martin's is a member.

The General School Policy refers and is also attached. Please retain this for your information.

All parts of the Parent Contact must be completed, without exception. Failure to do so invalidates the Contract and places your child's enrolment at risk.

Both parents/guardians must initial at the bottom of every page and complete pages 11 and 13 with their full signatures.

**Page 13 must be filled in its entirety.**

Should a computer-generated/scanned signature be inserted, this stands as the parents' real and official signatures with the attendant liabilities.

Once the Parent Contract is returned, Principal, Barbie Daniel, will counter-sign in all the appropriate places on behalf of the School.

The Contract will then be scanned and returned to you for your records. The hard copy will be retained by the School.

**(Both) Parents' Initials:** \_\_\_\_\_

## PARENT/GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

*The person/s whose details appear in Annexure "B", declare that he/she/they are the Parent/s or legal guardian/s of the Child whose details appear in Annexure "A". 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 the School.*

### **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 General School Policy of the School, which forms 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 appear in similar text style to this notice and which:*

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

*Your attention is drawn to these clauses because they are important and should be carefully noted. 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 the School in terms of the Consumer Protection Act.*

### **1. DEFINITIONS**

In this contract –

- 1.1. **"Additional Fees"** means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;
- 1.2. **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School from time to time;
- 1.3. **"Child"** means the child or children (of any age) admitted by the School to be educated, whose details appear in Annexure "A1", as well as the Child or Children whose details appear in any subsequent Annexures numbered "A2", "A3" and so on sequentially, as provided for in Annexure "A1";
- 1.4. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.5. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;
- 1.6. **"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at the School;

**(Both) Parents' Initials:** \_\_\_\_\_

- 1.7. **"Fee"** means any amounts owing to the School for a Child's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
- 1.7.1. Enrolment Fee;
  - 1.7.2. School Fees; and
  - 1.7.3. Additional Fees;
- 1.8. **"Head"** means 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;
- 1.9. **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in Annexure "B";
- 1.10. **"Parties"** means the Parent/s and the School;
- 1.11. **"Policies"** means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies may include (but need not be limited to) the General School Policy; Admissions Policy; Schedule of Fees; Debtors' Policy; Terms and Conditions of the School, Privacy Policy, as well as the Code of Conduct and the School's Cautionary and Grievance Procedures for Parents. All Policies are available for perusal;
- 1.12. **"School"** or **"we"** means St Martin's Pre-Primary School;
- 1.13. **"School Fees"** means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Enrolment Fees or Additional Fees;
- 1.14. **"School Rules"** means the rules of the School as reflected in the Mission and detailed in the General School Policy, a copy of which is provided to Parents on their Child's entry to the School, and which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.15. **"Commitment of Stakeholders"** means the guidelines for the conduct expected of parents, pupils, staff and members of the Governing Body, which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School.
- 1.16. **"Magistrates' Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.17. **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.18. **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those said fees.

**(Both) Parents' Initials:** \_\_\_\_\_

## 2. GENERAL OBLIGATIONS OF THE SCHOOL

- 2.1. ***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 therefore 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.***
- 2.2. For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School. ***Subject to clause 2.1, nothing in this Agreement should be interpreted as a representation or warranty made by the School that your Child will be admitted to and enrolled with the School.***
- 2.3. While your Child remains a pupil of the School, 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 the School.
- 2.4. We shall monitor your Child's progress at the School 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 the School at your expense.
- 2.5. ***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 children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for your Child's special educational needs, the School may not offer enrolment with the School or may cancel this contract in terms of clause 9.3.***

## 3. DISCLAIMERS

- 3.1. ***You acknowledge 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 your Child, unless the School or its staff are in physical possession of that property and damage occurs to that property either because –***
  - 3.1.1. the School or its staff treated the property as their own; or
  - 3.1.2. the School 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

**(Both) Parents' Initials:** \_\_\_\_\_

- 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 the School, in outings and other activities which may entail some risk of physical injury, as well to your Child 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 outings, activities or programmes and you indemnify the School against any claims in that regard.*

#### **4. PARENTS GENERAL OBLIGATIONS**

- 4.1. *You will inform the School 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 the School 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 the School where your Child's interests require you to do so.*
- 4.3. *The Head may, at her discretion, require you to remove or may suspend or expel your Child if your behaviour is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.*
- 4.4. *The Head may, at her discretion, require you to remove or may suspend or expel your Child from the School, 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 Head that the Child's removal is in the School'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. The School will not be required to give you a full term's written notice under these circumstances. Should the Head exercise this right, your deposit will be forfeited. However, any pre-paid fees will be refunded to you.*

#### **5. POLICIES OF THE SCHOOL**

- 5.1. *You declare that you have read and understood the General School Policy and agree to abide by this policy. You further accept that all other school policies are available for perusal in the school office.*
- 5.2. *You undertake to comply with all the rules and regulations of the School and acknowledge that it is your responsibility to make yourself familiar with the policies.*
- 5.3. *You acknowledge that you are responsible for your Child, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that you will ensure that your Child obeys all school rules and policies where they apply to the Child.*

**(Both) Parents' Initials:** \_\_\_\_\_

**6. ACCEPTANCE AND DEPOSIT**

- 6.1. ***An offer of a place for a Child at the School is accepted by you signing this contract and paying the enrolment fee.***
- 6.2. ***If, subsequent to entering into this contract, your Child does not take up a place at the School you will not be refunded the enrolment fee. In addition, if, subsequent to entering into this contract, your Child does not take up a place at the School and the School cannot, by the start of the first term for which your Child was due to enrol, fill the vacancy created by your Child's withdrawal, a full term's fees shall be payable and shall become due and owing to the School as a reasonable cancellation fee. The term's fees shall be charged at the rate that would have been applicable for the said first term.***

**7. PAYMENT OF FEES**

- 7.1. ***You have absolute responsibility for the payment of any Fees applicable to your Child attending the School. You also acknowledge that School Fees are payable in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the School will on request provide a written explanation. The School has the right to charge interest on any fees or monies owing by you not paid on or before the due date. This interest shall be charged 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 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.***
- 7.2. ***You and/or the Third Party accept the Additional Goods/Services. The School will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. You and/or the Third Party expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 7.1. You and/or the Third Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such Additional Goods/Services.***
- 7.3. ***You and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for school equipment, outings or any other Additional Goods/Services required by the School to provide your Child adequately with the educational services in terms of this Agreement. Any such Additional Fees may be added to the School account, which will be payable by the end of each term. The School may, at times, require up-front payments for certain Additional Goods/Services.***

**(Both) Parents' Initials: \_\_\_\_\_**



- 7.4. ***You confirm that a certificate signed by the Bursar, Chairman or Head showing the amount owing by you or the Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by you or the Third Party, you or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.***
- 7.5. ***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 the School of any amounts which are owing and may at any time become owing to the School by the Third Party.***
- 7.6. ***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 the School will constitute a waiver of its rights under this contract or otherwise.***
- 7.7. ***You are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees annually, termly (quarterly) or monthly (January to October), the total costs of which will be set out in a fee schedule and communicated to you on enrolment and in advance of any increase in school fees.***
- 7.8. ***You authorise the School to effect a debit order against your 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 annexure "B". Alternatively, you undertake to pay the School Fees via direct deposit or EFT and accept that until funds are reflected in the School's bank account, fees will be regarded as unpaid.***
- 7.9. ***You agree that fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.***
- 7.10. ***The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the school fees increase to an amount which you no longer wish to pay, provided that you give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 9.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.***

**8. PROTECTION OF PERSONAL INFORMATION**

- 8.1. ***By entering into this contract, and unless you at any time instruct the School expressly and in writing to the contrary, your consent is given for the School to:***

**(Both) Parents' Initials: \_\_\_\_\_**

- 8.1.1. *collect, store and process credit information about you as it relates to the Fees; 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 the School for school-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;*
- 8.1.2. *include photographs, with or without name, of your Child in school publications, or in press releases to celebrate the School's or your Child's activities, achievements or successes;*
- 8.1.3. *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, the School 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*
- 8.1.4. *inform any other school or educational institution to which you propose to send your Child of any outstanding fees.*
- 8.2. *The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your 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 your consent to the people and for the purpose stated in your written consent.*
- 8.3. *For further information on the School's privacy policies, refer to Clause 5 [Policies of the School].*

**9. INDEMNITY**

- 9.1 *You give consent for your Child to take part in any and all activities of the School, whether conducted on the School premises or extramurally, including, but not limited to, outings and excursions.*
- 9.2 *Such activities shall be undertaken at your Child's own risk.*
- 9.3 *There to, on behalf of yourself, your spouse, your executors and your Child, you shall indemnify, hold harmless and absolve St Martin's Pre-Primary School, the Anglican Diocese of Natal and the Parish of St Martin's (including the Rector, Clergy, Churchwardens and Parish Council), the Governing Body, Parents' Association, the Principal and her Staff, as well as any other party designated by the School, Diocese, Parish or Principal to assist in the activities undertaken, against and from any or all claims whatsoever, which may arise in connection with any loss or damage to the person or property of your Child in the course of such activities.*

**(Both) Parents' Initials:** \_\_\_\_\_



**10. TERMINATION AND NOTICE REQUIREMENTS**

- 10.1. ***For the avoidance of doubt, this contract will terminate when your Child completes the School's Pre-Primary/Foundation Phase curriculum, unless otherwise terminated on the terms of this contract. This contract therefore has an indefinite term.***
- 10.2. ***You have the right to cancel this contract at any time, for any reason, provided that you give the School a full term's notice, in writing, of this intention before the withdrawal of the Child from the School. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee, taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should you have elected to pay annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.***
- 10.3. ***The School also has the 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. At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.***
- 10.4. ***This is without prejudice to the School's other remedies: the School may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from the School requiring you to remedy the breach, and in addition it may claim payment of all moneys then owing and damages equal to one term's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to you any excess above such damages.***
- 10.5. ***For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) –***
- 10.5.1. ***fail to uphold the requirements of the General School Policy and/or rules of the School;***
- 10.5.2. ***fail to pay any Fees when due;***
- 10.5.3. ***fail to fulfil all legal requirements necessary for your Child to attend school in South Africa***
- 10.5.4. ***act in such a way that you or the Child become seriously and unreasonably uncooperative with the School and in the opinion of the Head, you or your Child's behaviour negatively affects your Child's or other children's progress at the School, the well-being of School staff, or brings the School into disrepute.***

**(Both) Parents' Initials: \_\_\_\_\_**

**11. ALTERNATIVE DISPUTE RESOLUTION**

- 11.1. *Subject to clause 10.6, 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.*
- 11.2. *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.*
- 11.3. *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 Durban under the then current rules for expedited arbitration of AFSA.*
- 11.4. *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.*
- 11.5. *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.*
- 11.6. *Any matter or dispute involving fees or the failure to pay fees shall not be subject to, nor resolved in terms of, this clause 10 (Alternative Dispute Resolution).*

**12. GENERAL**

- 12.1. *You choose the residential address set out in annexure "B" as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the School to you.*
- 12.2. *You confirm that all the particulars that you may furnish or that you have furnished to the School 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.*
- 12.3. *You undertake to advise the School in writing of any changes to the details included in this contract.*

**13. JURISDICTION AND GOVERNING LAW**

*The contract between you and the School is governed by South African law. You agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the School in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 10.*

05 February 2025

**(Both) Parents' Initials:** \_\_\_\_\_

**14. 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 the proper delivery of education at the School. The School will give you at least a term’s notice of any such modifications.***

**15. PARTIAL INVALIDITY**

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid. It is a condition of attendance at the School that you sign in the space provided. The School’s Board of Governors 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 undersigned, do hereby declare that I/we have read and understood this Contract, including the General School Policy.***

***I/we undertake to pay the School Fees and any other charges due to the School in terms of this Contract. I/we wish to pay my School Fees:***

<b>IN 1 INSTALMENT with 5% discount by 15 February</b>	<b>IN 4 INSTALMENTS i.e., per term</b>	<b>IN 10 MONTHLY INSTALMENTS from January to October</b>	<b>IN 12 MONTHLY INSTALMENTS from January to December</b>
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**(Please tick ✓ the applicable box.)**

***I/we accept that School Fees must be paid timeously IN ADVANCE, i.e., within one weeks of the start of the term or month (from January to October). At the first week of each term, fees for that term shall have been paid in full. I/we acknowledge that all fees must be paid in full by the first week of October (10 monthly instalments) OR by the first week of December (12 monthly instalments).***

***In the event of School Fees being more than 30 days in arrears, I/we understand and accept that my child will be asked to leave the School. (I/we recognise that, as pre-primary education is non-compulsory, parents are liable for fees without exception.)***

***Any matter or dispute involving fees or the failure to pay fees shall not be subject to, nor resolved in terms of, clause 10 (Alternative Dispute Resolution) of the Parent Contract.***

**Signed at DURBAN on \_\_\_\_\_**  
 \_\_\_\_\_  
**FATHER / GUARDIAN**

**Signed at DURBAN on \_\_\_\_\_**  
 \_\_\_\_\_  
**MOTHER / GUARDIAN**

**Signed at DURBAN on \_\_\_\_\_**  
 \_\_\_\_\_  
**HEAD**

**ANNEXURE B: DETAILS OF PARENT / GUARDIAN**

**BOTH PORTIONS OF THIS FORM MUST BE COMPLETED,  
WITHOUT EXCEPTIONS**

**(even where School Fees for the year are paid in full or where financial liability  
for School Fees rests with a designated Trust)**

	<b>First person responsible for payment of fees</b>	<b>Second person responsible for payment of fees</b>
<b>Title and Surname</b>		
<b>First Name</b>		
<b>Home Address</b>		
<b>Postal Address</b>		
<b>Email Address</b>		
<b>Name of Account Holder</b>		
<b>Name of Bank</b>		
<b>Name of Branch</b>		
<b>Branch Number</b>		
<b>Account Number</b>		
<b>Signature</b>		
<b>Date</b>		

**Consent is hereby given to perform a credit vetting process on applicants parents/guardians**

# INDEMNITY FORM

*All parents are obliged to sign this Indemnity Form*

I, \_\_\_\_\_  
(FULL NAME OF PARENT/GUARDIAN)

IDENTITY NO \_\_\_\_\_

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_

\_\_\_\_\_  
THE PARENT/GUARDIAN OF

\_\_\_\_\_  
(FULL NAME OF CHILD/WARD)

BORN ON \_\_\_\_\_

hereby give my consent for my child/ward to take part in any and all activities of the School, whether conducted on the School premises or extramurally, including, but not limited to, outings and excursions.

I fully understand and accept that all such activities shall be undertaken at my child's/ward's own risk, and

I undertake, on behalf of myself, my spouse, my executors and my aforesaid child/ward to indemnify, hold harmless and absolve St Martin's Pre-Primary School, the Anglican Diocese of Natal and the Parish of St Martin's (including the Rector, Clergy, Churchwardens and Parish Council), the Governing Body, Parents' Association, the Principal and her Staff, as well as any other party designated by the School, Diocese, Parish or Principal to assist in the activities undertaken, against and from any or all claims whatsoever, which may arise in connection with any loss or damage to the person or property of my aforesaid child/ward in the course of such activities.

DATED AT \_\_\_\_\_ THIS DAY OF \_\_\_\_\_ 2025.

SIGNED \_\_\_\_\_  
(FATHER) (MOTHER)

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

12 CHELSEA DRIVE DURBAN NORTH 4051 TEL: 031 564 6555

WEB ADDRESS: [www.stmartinspreprimary.co.za](http://www.stmartinspreprimary.co.za)

E-MAIL: [admin@stmartinspreprimary.co.za](mailto:admin@stmartinspreprimary.co.za)