

TERMS AND CONDITIONS

DEFINITIONS

1 In this contract

"Child", "Pupil" or "Student" means the child or children (of any age) admitted by the School to be educated, whose details appear on page 1 of this contract.

"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, Tuition Fee, Boarding Fee, Technology Fee and Non Refundable Admission Fee.

"Head" means the person appointed by the

Board of Trustees of the school to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated.

"Parent" or "you" means each person who has signed this Contract as the parent/s or legal guardian/s of the Child named on page 1 of this contract.

"Parties" means the Parent/s and the School.

"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 School Rules, Schedule of Fees

Debtors' Policy, Terms and Conditions of the School, as well as the Code of Conduct, and the School's Cautionary and Grievance Procedures for Parents. These are available on request or on the School's website.

"School" or "we" means Eaglesvale School, an Educational Institution duly registered under the laws of Zimbabwe.

"School Rules" means the rules of the School, which may be amended from time to time. These are provided for legal, safety or other reasons or in order to assist the proper administration of the School.

"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.

"Executive" means the Senior Academic Management Team comprising the Head, Deputy Head, Senior Master and Senior Lady and any other person as may be required from time to time.

"Guardians" means a recognised legal guardian with a recognised court order granting them guardianship over the child.

GENERAL OBLIGATIONS

2 It is understood that Eaglesvale School is a Christian school and that all aspects of learning and instruction are from a Biblical World View.

3 The student will be bound by all rules and requirements laid down by the School from time to time in both academic and extra-curricular activities. Parents / guardians accept that the School expressly requires full participation in all academic, sporting and cultural programmes.

4 That in particular both the student and parents will be conversant with and compliant with the Eaglesvale Senior School Code of Conduct (as amended from time to time)

5 Parents / guardians accept that certain sporting and other functions may require compulsory attendance and that such activities take precedence over home activities.

6 Parent/guardians agree that if a student is representing the School at a sporting / cultural match, or on tour, and using school transport, they should not use any other means of conveyance without the express permission, granting authority to do so, from parents / guardians, to the staff member in charge of the activity.

7 Parents / guardians accept that compliance with certain disciplinary measures such as detention or manual labour takes precedence over other commitments.

8 No pupil is permitted to leave the campus during normal hours without permission from a member of the Executive.

9 Permission for absence during the School term (other than for illness) must be obtained from the Head. Such permission is not normally granted for the facilitation of holiday arrangements.

10 Absence due to illness should be supported by a formal letter addressed to the Head.

11 The admission and enrolment of learners to the School is at the discretion of the Head who may refuse a learner's admission to the School without giving reasons therefor and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.

12 For the sake of clarity, this contract regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child and yourself once your Child is admitted and enrolled with the School.

13 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 at School premises or is participating in activities organized by the School.

14 We shall monitor your Child's progress at the School and produce regular termly 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.

15 The parties take cognizance 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).

16 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 this agreement.

17 Your address under Section A and Section B will be taken as your chosen legal address for the service of all notices and legal processes and for all other communications by the School to you.

18 You confirm that all the particulars that you may furnish or that you have furnished to the School in this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.

19 You undertake to advise the School in writing of any changes to the details included in this contract.

20 Eaglesvale Senior School reserves the right of freedom of association with any student or parent.

21 Parents/guardians accept that-

a. the School only uses formal methods of communication. These are hard copy letters or notices, emails, communication through the School D6 smartphone app or the school reporting system or any other acceptable electronic method that the school may use from time to time.

b. the School will not enter into social media discussions and discourages parents from commenting on social media platforms in relation to any dispute they may have with the school.

c. administrators of social media groups can be held liable in law for spreading malicious gossip or false information.

d. school staff may at times establish social media groups specifically for communicating with sports or cultural teams with respect training or fixtures. These are not to be used for any other communication.

e. Any complaints or grievances should be reduced to writing and addressed to the Head, in accordance with the school's Cautionary and Grievance Procedures for Parents.

f. the School has a right to terminate an enrolment contract according to clause 20 should parents or students violate this clause (21) and bring the school into disrepute.

DISCLAIMERS

22 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, electronic devices, or any other personal possessions) brought onto 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-

a. the School or its staff treated the property as their own; or

b. 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.

23 You consent to your Child participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury as well to your Child travelling to and participating in School activities and programmes outside the School. You also acknowledge that such activities as outlined above may occur during a weekend. Exemption from such activities may be granted on medical grounds or exceptional circumstances and such exemption must be in writing from the Head.

24 The School may, at its sole discretion, determine the compulsory nature of activities at the School. You agree to support the School in ensuring your Child participates in all activities at the School. This may mean at times that the Student will be required to attend events on weekends or on week nights.

25 Subject to the School taking reasonable care to avoid harm and save for any gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the School against any claims in that regard.

26 Should your Child require emergency medical treatment whilst in the care of the School, the School will first transfer the Pupil to a suitable Medical Trauma Centre accompanied by a staff member whilst making every effort to contact you or any other responsible person. Should the School fail to contact you, you authorise the School to carry out or cause to be carried out any necessary treatment in respect of your child. You

hereby accept responsibility for any medical expense incurred in respect of the Pupil and you further indemnify the School against any claims in that regard where harm or injury that may be suffered by your child as a result of such treatment.

PARENT'S GENERAL OBLIGATIONS

27 You will inform the School in writing, prior to admission and enrolment, of any special educational needs of your Child known to you.

28 In order to fulfil our obligations, we need your cooperation. 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, sporting and extracurricular activities 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 and actively participate where your Child's interests require you to do so.

29 The Head 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 Head so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the School or well-being of the school staff or to bring the School into disrepute.

30 The Head may, at his/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 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 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 give you a full term's written notice under these circumstances. Should the Head exercise this right, any prepaid fees will be forfeited to the School.

PAYMENT OF FEES

31 The School shall before the commencement of any school term advise you in writing of any fees and levies to be paid for such term in respect of your child. You accept liability for any fees that may from time to time be charged by the School in respect of the child. It is your obligation to pay 100% of school fees and levies for each term by the due date as advised by the school for each term.

32 Fees for public examination students must be paid in full on/or before any dates that may be fixed by the School from time to time. You accept that breach of this clause constitutes a

<p>material breach of contract.</p>	<p>amounts comprised in the Fees.</p>	<p>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 money 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.</p>	<p>Courts Act.</p>
<p>33 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 termly in advance. If you are unclear about any of your financial obligations, the School will on request provide a written explanation.</p>	<p>b. 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;</p>	<p>46 For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) -</p>	<p>c. Waive any and all defences at law which claim the lack of jurisdiction of the Harare Magistrates court.</p>
<p>34 Any Fees or other money owing by you to the School not paid on or before the due date will bear interest at the rate charged by the School's Bankers from time to time. You acknowledge that it is your sole responsibility to familiarise yourself with the interest rates that may be charged by the School's Bankers from time to time. 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.</p>	<p>c. 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.</p>	<p>47 You agree that all terms and conditions are applicable for the duration of the pupil's attendance at Eaglesvale Senior School, deemed to be from the date of commencement until completion of academic studies, or until due and proper notice of withdrawal is served.</p>	<p>52 Your consent to jurisdiction of the Magistrate Court sitting at Harare does not prohibit/bar Eaglesvale School from approaching or electing any other court of competent jurisdiction.</p>
<p>35 You confirm that a statement of account issued by the School showing the amount owing by you 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, you shall bear the onus of proving that such amount is not owing and/or due and/or payable.</p>	<p>d. supply information and a reference in respect of your Child to any educational institution that may genuinely be interested in such information. 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.</p>	<p>48 In the case of Form 4 students, application should be made to enrol in the Sixth Form for continued studies as it should not be assumed that qualification for post-IGCSE studies is automatic. In this case, a term's notice does not apply if the student is to be withdrawn post-IGCSE or in the light of other factors.</p>	<p>53 In the event of the school instituting legal proceedings against you arising out of your breach of this agreement or for the recovery of any fees that you may from time to time owe the School, you accept liability for the costs of such legal proceedings on a legal practitioner and client scale together with tracing charges and collection commission.</p>
<p>36 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.</p>	<p>e. inform any other school or educational institution to which you propose to send your Child of any outstanding fees.</p>	<p>49 The contract between you and the School is governed by Zimbabwean 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 money owing by you as a liquidated debt or debts to the School in the magistrate's court sitting at Harare.</p>	<p>INDEMNITY</p> <p>54 I hereby indemnify and agree to keep indemnified Eaglesvale Senior School, Daisyfield Trust and employees or agents of the School or Trust and hold them harmless against all loss, damage, expense or cost from any cause arising which I or the student may sustain during the period for which the student is enrolled at Eaglesvale Senior School.</p>
<p>37 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 one calendar months' notice of any increase in the fees due for a particular term.</p>	<p>f. inform any Credit Reference Bureau or such other entity of any fees that may be outstanding on your account with the School from time to time.</p>	<p>50 You consent to the jurisdiction of the Magistrates Court sitting at Harare in relation to any and all claims, suits or disputes arising in connection with School Fees. You further agree that such consent shall constitute valid consent in terms of section 11 of the Magistrates Court Act (chapter 07:10) and all subsequent amendments thereto.</p>	<p>VARIATIONS</p> <p>55 This Agreement represents the entire agreement between the parties with respect to the subject matter stated herein and supersedes all prior agreements between the parties. No purported amendment, waiver, collateral agreement or replacement agreement shall be of any force or effect unless reduced to writing in a document which is signed by the parties.</p>
<p>SCHOOL BUS</p>	<p>TERMINATION AND NOTICE REQUIREMENTS</p>	<p>JURISDICTION AND DISPUTE RESOLUTION</p>	<p>PARTIAL INVALIDITY</p>
<p>38 You accept that the School does provide a bus for use by students from time to time. You consent to your child using the School bus during the tenure of this contract. The School and your Child all share the responsibility for bus safety, following all bus rules, and behaving in a responsible manner while riding the bus. Riding the school bus is a privilege. It is your responsibility to ensure your Child's safety before they embark and after they disembark at the designated bus points around the city.</p>	<p>42 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.</p>	<p>51 You therefore,</p> <p>a. Waive any objections to the jurisdiction or venue of the Harare Magistrates Court; and</p> <p>b. Waive any entitlement to alternative jurisdiction on the basis of domicile, cause of action, place of employment, or any other such circumstances as set out in section 11(1)(a) of the Magistrates</p>	<p>56 Notwithstanding clause 55, Eaglesvale shall have the absolute right to review and amend the Terms and Conditions of this contract. Such amendments shall be communicated to the parent(s) / guardian(s). Notice for such amendment will be given at least 14 working days before the amendments come into effect. Upon being given such notice, the parent can either choose to accept or reject the amendments. In event of the parent/guardian electing to reject amendment, this contract of enrolment shall automatically terminate at the end of the term (if amendments were done during the term) or terminate instantly (if amendments were done during school holidays).</p>
<p>39 You indemnify the School against any and all claims that may arise from injury that may befall your Child on the bus, or at pick up and dropping off points either before embarking onto the bus or after disembarking the bus.</p>	<p>43 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 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.</p>	<p>52 This is without prejudice to the School's other remedies: the School may cancel this contract</p>	<p>57 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.</p>
<p>40 It is your responsibility to ensure that any fees for the use of the bus by your child are timeously paid at such intervals that may be determined by the school from time to time.</p>	<p>44 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.</p>	<p>53 It is a condition of attendance at the School that you sign in the space provided on page 1 of this contract. The School Executive may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.</p>	
<p>PROTECTION OF PERSONAL INFORMATION</p> <p>41 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:</p> <p>a. collect, store and process credit information about you or any divorced or separated Parent responsible for payment of any or all</p>			