

Terms and Conditions of Admission

A Introduction

1. **These Terms and Conditions** are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of Alpha Study Centre.
2. **Our Centre** website and other forms of social media and publications are not contractual documents.
3. **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I** below.
4. **Managing Change:** Alpha study Centre, as any other educational institute, is likely to undergo changes during the time your child is a student here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

B Terminology

5. **"The Centre"/"We"/"Us"** means trading as Alpha Study Centre as now or in the future constituted (and any successor). The Centre is constituted as a company limited by guarantee.
6. **"The Directors/Supervisors"** is responsible for the day-to-day running of the Centre and that expression includes those to whom any duties of Supervisor or the heads of each section of the Centre.
7. **"The Tutors"** are non-permanent staff brought in on a needs basis to assist in selected subjects where demand requires. They do however formally represent the Centre.
8. **"The Parents"/"Guardian"/"carer"** and the like means any person who has signed the Terms and Conditions and/or who has accepted responsibility for a child's attendance at this Centre. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the Centre, the Parents and the third party. Please also see clauses 83 and 99 below.
9. **Parental Responsibility:** Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.

10 **"The Student"** is the child named on the Registration Form and who has formally been enrolled at the Centre.

C Admission and Entry to the Centre

- 11 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the Centre when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place, on a first come first serve basis and on the Student and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place and is conditional on ability to pay the prescribed Centre fees and refundable three month deposit. Those parents who apply for admission of their children will be subject to a fees check. **"Entry"** occurs on the date when a Student attends the Centre for the first time under this contract.
- 12 **Equal Treatment:** The Centre is a Private Study Centre for boys and girls aged from 6 - 19 years. The School has a diverse ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the Centre's culture, policies and procedures are made accessible to children who have disabilities.
- 13 **Offer of a Place and Registration fee:** While the Centre does not have a policy of retaining only pupils with high academic potential, only those applicants who meet minimum academic criteria will be considered for admission. As per the application procedure listed below, applicants may be subjected to an entrance examination or, in the case of the Junior school candidates, a Centre readiness test. The purpose of such exams is not to rank candidates academically but to ensure that the Centre is able to educate students to matriculation level. A Registration Fee as shown on the Fees List for the relevant year will be payable immediately when Parents accept the offer of a place.
- 14 **Admission procedure:** Both the parents and the student will need to attend an interview. In some cases, the applicant may be asked to submit a character reference from the current principal or teachers. Every applicant will need to attend a two-day trial period during which time they will be given an entrance exam or readiness test. The parents will then be informed in a feedback session of the applicants' acceptance or rejection of admission.
- 15 **Immigration:** Parents must inform the Directors when returning a completed Registration Form or at any other time if their child requires a visa to study at the Centre. The Parents shall permit the Centre to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in South Africa and to study at this Centre. The Centre has the right to refuse entry to a student for non-compliance with the above requirements.
- D Language Policy**
- 16 The **LOLT policy** is informed by the legal frameworks of:

- a. Section 6(2) of The South African Schools Act, No 84 of 1996
- b. Language in Education Policy in terms of section 3(4) of the national education policy act , 1996 (act 27 of 1996)

- 17 **Language of learning and instruction:** All learning and tutoring is in English.
- 18 **Language of Assessment:** Assessment is carried out by Cambridge International Examination Board and is done in English unless it is a language specific examination.
- 19 **Language of communication:** All communication and documentation is in English. If any parents are only able to communicate in an alternative language, then the Centre will endeavor to have communication translated for the parent's convenience.
- 20 **Languages offered:** English is the language (LOLT) of learning and is allocated minimum 4 hours a week. Afrikaans is the First Additional Language (FAL) and a minimum of 2 hours a week is allocated to this language.
- 21 **Additional languages:** are available with external tutors and the contract of payment is between parents and tutor. The following languages are available: Greek, French, Spanish, Italian, Arabic, Korean, Malay, Chinese, Portuguese, Japanese, Russian, Dutch, Hindi, Thai, Turkish, Urdu, German and IsiZulu.
- 22 **Resource Centre and Library:** We have a well-stocked Centre that includes books and other media in English and Afrikaans as well as some of the other international languages. Students are regularly encouraged to contribute to our resources from their own language and cultural backgrounds.

E Pastoral Care

- 23 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this Centre and is directed towards the happiness, success, safety and welfare of each Student and the integrity of the house and Centre community.
- 24 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect your child's human rights and freedoms, which must, however, be balanced with the lawful needs and rules of our Centre community and the rights and freedoms of others.
- 25 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any education issue or other matter connected to the Centre must be notified to the Centre as soon as practicable.
- 26 **Student's Rights:** The Student has certain legal rights which the Centre must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parent. The student

has the right to be treated fairly and responsibly. To be educated in a safe, disciplined environment. To basic learning materials. To learn in a clean healthy environment. To proper tuition. To punctual and constant lessons. To the security of one's possessions. To express opinions politely. To be treated with respect notwithstanding race, religion, personal or other beliefs.

- 27 **Supervisors' Authority:** The Parents authorize the Supervisors to take and/or authorize in good faith all decisions which the Supervisors consider on proper grounds will safeguard and promote the Student's welfare. Please also see Section E below.
- 28 **Ethos:** The ethos of this Centre is to foster good relationships between members of the staff, the students themselves and between members of the staff and students. Bullying, harassment, victimization and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and Parents and we expect the same of the Student and Parents in relation to the Centre.
- 29 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal Centre programme and acknowledge that while the Centre will provide appropriate supervision the risk of injury cannot be eliminated. In this regard the Parents absolve the school and or its duly authorized representatives.
- 30 **Disclosures:** Parents must, as soon as possible, disclose to the Centre in confidence any known medical condition, health problem or allergy affecting the Student; any history of a learning difficulty on the part of the Student or any member of his/her immediate family; or any disability, special educational need or any emotional and behavioral difficulty on the part of the Student; or any family circumstances or court order which might affect the Student welfare or happiness, or any concerns about the Student's safety or any change in the financial circumstances of parent/s of a student.
- 31 **Confidentiality:** The Parents authorize the Supervisors to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the Centre. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's e-mail and cellular phone communications and Internet use while at the Centre.
- 32 **Special Precautions:** The Directors need to be aware of any matters that are relevant to the Student's safety and security. The Directors must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from Centre premises if the Directors, acting in

a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the Centre community.

33 **Leaving Centre Premises:** We will do all that is reasonable to ensure that your child remains in the care of the Centre during Centre hours, but we cannot accept responsibility for the Student if they leave Centre premises in breach of Centre Rules.

34 **Communication with Parents:** Except for communication regarding cancellation, withdrawal and notice of withdrawal, the Centre will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the Centre to any such person as having been made to each of them.

35 **Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a twenty-four-hour period or longer, the Centre must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Student.

36 **Education Guardians:** A pupil of any age whose Parents are resident outside the South Africa must have an education guardian in the South Africa who has been given legal authority to act on behalf of the Parents in all respects and to whom the Centre can apply for authorities when necessary. The Centre can accept no responsibility during exams, half term or the holidays for Students whose Parents are resident abroad. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian and shall from time to time provide the Centre with up-to-date contact details for the appointed education guardian.

37 **Photographs:** It is the custom and practice of this Centre, to include some photographs or images of students in the Centre's promotional material such as the prospectus, social media platforms and website. We would not disclose the home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the Centre's promotional material must make sure their child knows this and must write immediately to the Directors requesting an acknowledgement of their letter.

38 **Transport:** The Parents' consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

39 **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, mobile phones, watches, computers, calculators and sports equipment, and for property lent to them by the Centre.

40 **Insurance:** Parents are responsible for insurance of the Student's personal property whilst at Centre or on the way to and from Centre or any Centre-sponsored activity away from Centre premises.

41 **Liability:** The Centre, its Directors, tutors or any other

staff member, does not accept responsibility for accidental injury or other loss caused to the Student or Parents or for loss or damage to property.

F Health and Medical Matters

42 **Medical Declaration:** Before the Student enters the Centre, Parents will be asked to complete the medical section of the Application Form concerning the Student's health and must inform the Directors in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases.

43 **Medical Care:** In order that the best care can be given to a student in an emergency, every student must submit all medical details including medical aid details. The Centre reserves the right to send students home if the student is unwell. Parents must comply with this decision.

44 **Student's Health:** The Supervisors may at any time require a medical opinion or certificate as to the Student's general health where the Supervisors consider that necessary as a matter of professional judgement in the interests of the child and/or the Centre. A Student of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the Centre community.

45 **Medical Information:** Throughout the Student's time as a member of the Centre, the Supervisors shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the Centre community. Such information will be given and received on a confidential, "need-to-know" basis.

46 **Emergency Medical Treatment:** The Parents authorize the Directors to consent on behalf of the Parents to the Student receiving emergency medical treatment including blood transfusions within South Africa, general anesthetic and operations at a private hospital where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.

G Educational Matters

47 **Our Commitment:** We will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide support to the best of our abilities.

48 **Organization:** We reserve the right to organize the curriculum and its delivery in a way which, in the professional judgement of the Directors, is most appropriate to the Centre community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Students and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's

tutor, or any other appropriate member of staff, as soon as possible, or contact the Directors in the case of a grave concern.

- 49 **Progress Reports:** The Centre monitors the progress of each student and reports regularly to Parents by means of a full verbal feedback consultation/parents' meeting. The Centre does not produce written reports or assessments as a standard practice.
- 50 **External Examinations:** The Directors may, after consultation with Parents and the Student, decline to enter the Student's name for any external examination paper(s) if, in the exercise of professional judgement, the Directors consider that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.
- 51 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the Centre.
- 52 **Learning Difficulties:** The Centre will do all that is reasonable in the case of each student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff is not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 53 **Screening for Learning Difficulties:** The screening tests available to the Centre are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Student may have a learning difficulty. A formal assessment can be arranged by the Centre at the Parents' expense or by the Parents themselves.
- 54 **Information about Learning Difficulties:** Parents must notify the Directors when completing the Medical details on the Application form and subsequently if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Directors and after consultation with the Parents and with the Student (where appropriate), the Centre cannot provide adequately for a Student's special educational needs. The Centre reserves the right to charge for any additional teaching provided as an extra.
- 55 **Moving up the Centre:** It is assumed that each student who satisfies the relevant criteria at the time will progress through the Centre and will ultimately stay at least until the end of AS levels and may, with the Centre's consent, remain until the end of A levels. Parents will be consulted before the end of the second term if there appears to be any reason why the student may be refused a place at the next stage of the Centre. **Parents must give a term's notice in writing** (i.e. before the start of the Third Term) **in accordance with the Provisions about Notice (in section H) if they do not**

intend their child to proceed to the next stage of the Centre, or a term's Fees in lieu of notice will be payable. A term is 3 months.

- 56 **Centre's Intellectual Property:** The Centre reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other student at the Centre for a purpose associated with the Centre. The Centre will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property. The Centre also reserves the same rights to all work programmes developed by any members of staff for the Centre.
- 57 **Student's Original Work:** Copyright in the Student's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer-generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work on Centre premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Directors and staff.
- 58 **Educational Visits:** On occasion an educational visit may be provided for your child while a student here. The cost of some educational visits will be charged as an extra and **parents' prior consent will be sought.** The cost of the trip will be payable in advance. The Student is subject to Centre discipline in all respects whilst engaged in a Centre trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

H Behaviour and Discipline

- 59 **Centre Regime:** The Parents accept that the Centre will be run in accordance with the authorities delegated by the Directors or supervisors. The Directors are entitled to exercise a wide discretion in relation to the Centre's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is at issue.
- 60 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student will attend every school day unless the child is ill or for other good reason. Good reason will expressly not include revising for external examinations unless the prior consent of the Centre has been sought. The Parents further warrant that the Student will take full part in the activities of the Centre, will be punctual, will work hard, will be well-behaved and will comply with the Centre

Rules about the wearing of appropriate attire (no mini skirts, very short shorts, low cut tops, leggings.) and general appearance.

61 **Centre Rules:** The Centre Rules which apply are set out in the Student Code of Conduct and other documents published from time to time. Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

62 **Centre Discipline:** The Parents hereby confirm that they accept the authority of the Directors and of other members of staff on the Directors' behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the Centre community as a whole. The Centre's disciplinary policy which is current at the time applies to all student when they are on Centre premises, or in the care of the Centre, or otherwise representing or associated with the Centre.

63 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned, and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a parent, education guardian, a tutor or supervisor of the Student's choice.

64 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Directors before a decision is taken in such a case. In the absence of a parent or an education guardian, the Student will be assisted by an adult (usually

65 **Divulging Information:** Except as required by law, the Centre and its staff shall not be required to divulge to Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Directors have acquired during an investigation.

66 **Terminology:** In these Terms and Conditions "**Suspension**" means that the Student has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Directors' Review. "**Withdrawal**" means that the Parents have withdrawn the Student from the Centre. "**Expulsion**" and "**Removal**" mean that the Student has been required to leave ("**asked to leave**") the Centre permanently in the circumstances described below. "**Released home**" means that the Directors have consented to the Student being away from Centre for a specified period of time. "**Exclusion**" means that the Student may not return to Centre until arrears of Fees have been paid. "**Exclusion**" may also be used as a general expression covering any or all of the other expressions defined in this clause.

67 **Sanctions:** Sanctions may include a requirement to

undertake menial but not degrading tasks on behalf of the Centre, detention for a reasonable period, withdrawal of privileges, or suspension, or alternatively being removed or expelled.

68 **Expulsion:** The Student may be formally expelled from the Centre if it is proved on the balance of probabilities that the Student has committed a very grave breach of Centre discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Directors shall act with procedural fairness in all such cases. Parents will be given a copy of the Review procedure current at the time. The Student shall remain away from Centre pending the outcome of the Review.

69 **Fees after Expulsion:** If the Student is expelled, there will be no refund of the Registration Fees, of Fees for the current or past terms or the three-month deposit without interest less any sums owing to the School. There will be no charge to fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the Centre, all arrears of Fees and any other sum due to the Centre will be payable.

70 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Student, temporarily or permanently from the Centre, if, after consultation with the Student and/or Parent, the Director is of the opinion that by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the Centre, or if a Parent has treated the Centre or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Student as an alternative to removal being required. The Directors shall act with procedural fairness in all such cases and shall have regard to the interests of the Student and Parents as well as those of the Centre.

71 **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion. The Registration Fee, deposit, fees will not be refunded.

72 **Complaints Procedures:** A complaint about any matter of Centre policy or administration not involving a decision to expel or remove the Student must be made in writing to the Centre. Every reasonable complaint shall receive fair and proper consideration and a timely response.

I **Drug and Alcohol Policy**

73 **Drugs & Alcohol testing:** Random drug testing will be conducted where a fair and reasonable suspicion is established that the pupil is under the influence of any drugs and in order to ensure a drug-free environment is maintained. A sample of breath to test for alcohol consumed in breach of Centre discipline may also be collected. The Centre is not obliged to conduct group testing, but is encouraged to, bearing in mind that a learner should not feel singled out without basis. The Centre is essentially responsible for safeguarding the interests of the students. When conducting drug tests, the following will be taken into account as set out by the South African Schools Act, 1996:

- The best interests of the pupil in question or of any other pupil in the Centre.

- The safety and health of all students in the Centre
- Reasonable evidence of illegal activity
- All evidence received by the Centre

The above procedure is for the benefit of all the students at the Study Centre. Those students who act in contravention of the Drug and Alcohol Policy jeopardize the learning environment for everyone at the Centre. All pupils at the Centre are entitled to an environment which is conducive to receiving quality education.

74 Basis of a fair and reasonable suspicion: may include, but is not limited to:

- Whistle-blowers informing the Principle, directors or Educators
- Scent of "dagga" on the Centre premises
- Report from parent/guardian
- Traces of drugs on the Centre property
- Evidence that the student is disorientated in any manner
- Association with a group of pupils in question
- Threats of use of dangerous objects against other pupils
- Injury as a result of the use of such objects

A sample or test in these circumstances will not form part of the Student's permanent medical record

75 Testing procedure: The assigned delegate will open the sealed test in the presence of the student in question. The pupil will be accompanied to the bathroom by 2 tutors or director assigned-delegates of the same gender. The tutors/delegates will probe the bathroom for anything that may compromise the test. Once the student is finished he/she will hand the specimen to the tutor/delegate. The tutor/delegate will record, in the presence of the pupil, the name of the learner, time and date of the test. Should the pupil test positive for drugs or be found under the influence of alcohol, his/her parents / guardian will be contacted immediately with the results. The following will apply: to remain in the school after the first offence the pupil will be required to attend drug / alcohol counseling with a registered specialist or enter into a voluntary drug rehabilitation program at the parents 'expense. After the second offence the pupil will be asked to leave the school with immediate effect. This is at the sole discretion of the Directors. All drug testing results will remain confidential and the learner's privacy will be respected at all times.

76 Search and seizure: Where a search of a student and his/her property is required, such a search may only be conducted by a director or appointed delegate of the same gender as the student. It will be done in private and not in view of other pupils and conducted with an adult witness of the same gender as the pupil in question. Any dangerous objects or illegal drugs or alcohol that has been seized must be clearly and correctly labelled with the student's name, date, time of seizure and any other relevant details. This may be handed over to the police if deemed appropriate by the Directors.

77 Contravention of policy: Should a student refuse to undergo the test and / or search the Centre will contact the parents / guardian immediately with the view to instruct the student to co-operate. Refusing to undergo the testing and / or the search will constitute misconduct. Where the parent / guardian does not assist or condones the actions of the student, this may result in the student being asked to leave the Centre.

J Provisions About Notice

- see also section G "Moving up the Centre" and section H.

78 Notice to be given by Parents means (unless the contrary is stated in these Terms and Conditions) **a term's written notice by all who have signed the Acceptance Form given before the first day of term addressed to and received by the Directors personally** or signed for by one of the Directors. It is expected that Parents will consult with the Directors before giving notice to withdraw the Student.

79 "A term's notice" to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw the Student** who has entered the Centre or if the student wants to discontinue tuition.

80 Provisional notice is valid only for the term in which it is given and only when written and accepted in writing by the Directors personally authorized for this purpose.

81 Fees in lieu of notice means Fees in full for the term of notice at the rate that would have applied had the Student attended and not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. The charge of a term's Fees represents a genuine pre-estimate of the Centre's loss in these circumstances and sometimes the actual loss will be much greater. This rule is necessary to promote stability and the Centre's ability to plan its staffing and other resources.

82 "Cancellation" means the cancellation of a place at the Centre which has been accepted by the Parents and which occurs **before the pupil enters the Centre** or where the Student does not enter the Centre. Please see clause 11 for details of when entry to the Centre occurs.

83 Cancelling Acceptance: The cancellation of a place which has been accepted can cause long-term loss to the Centre if it occurs after other families have taken their decisions about placing for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the Centre agrees to limit the Parent's liability to a full term's fees payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Refundable Deposit if more than a term's notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

84 "Withdrawal" means the withdrawal of the Student from the Centre by the Parents or the Centre with or without notice required under this contract at any time after the Student has entered the Centre. Please see clause 11 for details of when entry to the School occurs. Please also see clause 85- Withdrawal by Parents, and clause 91 - Exclusion for non-payment.

85 Withdrawal by Parents: If the Student is withdrawn on less

than a term's notice or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of payment will be immediately due and payable as a debt at the rate applicable to the term in question.

- 86 **Prior Consultation:** It is expected that a parent or duly authorized education guardian will in every case consult personally with the Directors before notice of withdrawal is given by the Parents.
- 87 **Termination by the Centre:** The Centre may terminate this agreement **on one term's written notice sent by email or on less than one term's notice in a case involving expulsion or required removal.** The Centre would not terminate the contract without good cause and full consultation with Parents and also the Student, (if of sufficient maturity and understanding) and would offer the Parents a Review of a decision to terminate.

K Fees

- 88 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **Registration fee; refundable deposit; text book fees; Work programme Fees; other extras** such as other items ordered by the Parents or the Students and **charges arising in respect of educational visits**, and **damage** where the Student alone or with others has caused willful loss or damage to Centre property or the property of any other person (fair wear and tear excluded) and **late payment charges** if incurred.

- 89 The parents consents to and authorises **Alpha Study Centre Pty Ltd**, the supplier, service and/or credit provider, as the case may be, to:-
- a) contact, request and obtain information at any time from any supplier, service or credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the parents; and
- b) provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the parents to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a trade reference regarding the parent's dealings with the supplier, service and/or credit provider.

- 90 **Payment:** The Parents undertake to pay the Fees applicable in each Centre term in respect of each Centre year directly to the Centre. Except where a separate agreement has been made between the Parents and the Centre for the deferment of payment of Fees, Fees for each month are due and payable by the 7th day of each month, for a total of **12 months** a year. If one or more items on the bill are under query, the balance of the bill must be paid.

- 91 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term or month or if the Centre is temporarily closed

due to adverse weather or for any cause other than exceptionally and at the sole discretion of the Directors in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the Centre can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (**set out in Section H above**) would apply if the Student is expelled or removed, i.e. asked to leave. **See also Section L** for information about the rules on events beyond the control of the parties.

- 92 **Exclusion for Non-Payment:** The right is reserved on 3 days' written notice to exclude the Student while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter. The Centre may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. **A student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then three months Fees in lieu of notice will be payable in accordance with the **Provisions about Notice in Section J.**)

- 93 **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate agreement for the deferral of fees made between the Parents and the Centre, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the Centre of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees and charges reasonably incurred by the Centre in the recovery of any unpaid Fees.

- 94 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the Centre on account only. Late payment charges will be applied to any unpaid balance of Fees.

- 95 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the Centre to the unpaid account of any other child of those Parents.

- 96 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the Centre does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Directors. The Centre reserves the right to refuse a payment from a third party.

- 9 **Instalment Arrangements:** An agreement by the Centre to accept payment of current and/or past and /or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the Centre. Where there are inconsistencies between these terms and conditions and those of any installment agreement or invoice issued by the Centre to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

98	Fee Increases: Fees are reviewed annually and are subject to increase from time to time. Every effort will be taken to give an estimated term notice of said fee increase.	107	Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
99	Information about Fees: The Parents consent to the Centre making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the Centre informing any other school or educational establishment to which the Student is to be transferred if any Fees of this Centre are unpaid.	108	Change: This Centre, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the Centre Rules and Regulations, the disciplinary framework, and the length of Centre terms. In addition, there may be the need to undertake a corporate reorganization exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the Centre. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
100	Money Laundering: In some circumstances the Centre will need to obtain satisfactory evidence (such as sight of a passport or proof of residence document) of the identity of a person who is paying Fees.	109	Data Protection: By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorize the Centre to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Centre. Please see also the Data Protection Information Notes attached.
101	Refundable Deposit: The deposit (equal to three months fees) will be required to be topped up to equal the value of three months fees at such time as fees are increased during the time of the student's enrollment at the Centre. The Deposit will be refunded when the student leaves the Centre on condition that all outstanding fees, books fees, and other costs have been paid in full at the time of departure from the Centre and on condition that three months' notice has been given (Section J Provisions about Notice 85)	110	Consumer Protection: Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided.
L	Events beyond the control of the Parties	111	Consultation: It is not practicable to consult with parents and students over every change that may take place. Whenever practicable, the Centre will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the Centre which would have a significant effect on their child's education or pastoral care, or a change of ownership. For example, notice would be given of a proposal to remove a subject from the curriculum.
102	Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.	112	Representations: Any publications and website describe the broad principles on which the Centre is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the publications and website are not part of any agreement between the Parents and the Centre. Parents wishing to place specific reliance on a matter contained in the publications, website or a statement made by a member of staff or a student during the course of a conducted tour of the Centre or a related meeting should seek written confirmation of that matter before entering this agreement.
103	Notification: If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.	113	Third Party Rights: Only the Centre and the Parents are parties to this contract. Neither the Student nor any third party is a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.
104	Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 102 above shall notify the other of the steps to be taken to ensure performance of this Agreement.		
105	Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 89 may terminate this agreement by providing at least three working days notice in writing to the other party.		
M	General Contractual Matters		
106	Management: It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and Students, and those of the Centre community as a whole. We aim to ensure that the Centre, its culture, ethos and resources are properly managed so that the Centre, its services and facilities can develop. We aim also to promote good order and discipline throughout our Centre community and to		

Declaration: I/ We, the undersigned, do hereby declare that I/we agree have read and understood this contract, all it's Annexures, as we as the Centre Rules, policies and Centre Code of Conduct.

In entering for my/our son/daughter/ward at Alpha Study Centre, I/we agree for myself/ourselves and son/daughter/ward to co-operate with the Centre in enforcing the terms and condition as well as the regulations stipulations stipulated in this Contract. I/we further bind myself/ourselves, jointly and severally in solidum, insofar as they are applicable to me/us, to the terms and conditions set out in this Contract. I/we also acknowledge and recognize that the decision of the Executive Head is final.

I/we _____

(father of child) (full names)

And _____

(mother of child)(full name)

Parents/legal guardian of

(full name/names of child/children)

By signing below I/we declare that:

1. I/we am/are the Mother, Father, or legal Guardian (as relevant) of the Child/ren named above
2. I/we have read and understood the Contract, including Annexures, as well as the Centre rules, policies and Code of Conducts.
3. I/we understand that I/we and the child must comply with the terms and conditions of this Contract for the child to remain enrolled at the Centre.
4. I/we accept that I/we am/are personally responsible to pay the Fees on demand from the Centre. I understand that the Centre may demand payment of Fees from me jointly with any other Parent, Legal Guardian or Third Party, or separately from me alone. This obligation exists through the duration of the

Contract, even if I am not the stated payer.

5. I/we accept that I/we am/are aware of the Centre Fees as laid out in the Centre's schedule of Fees and that I/we are in a financial position to afford payment of Fees.
6. I/we understand accept that I/we will be required to give three full months written notice before withdrawing my/our child/ren (named above) from Alpha Study Centre or alternatively paying or forfeiting deposit in lieu of notice.
7. I/we accept that I/we will advise Alpha Study Centre of any changes in personal details as and when they may occur.
8. I/we am/are the payer/s of all the Fees set out in the Contract and on the Centre Schedule of Fees.
9. I/we declare that we have disclosed all medical information required as outlined in this Contract above.

Signed: _____

Signed: _____

Witness: _____

Date: _____

Initial _____