



UNDERTAKING BY PARENTS/GUARDIANS

1. I/We hereby apply to have my/our child, (full name of child) admitted as a learner at OATLANDS PREPARATORY SCHOOL and confirm that he/she complies with the basic criteria as stated on the Application Form.
2. I/We hereby certify that I/we are the biological/adoptive parents of the above-named child and/or have **legal custody and/or guardianship** of the above-named child.
3. I/We undertake to adhere to the terms and conditions stipulated.
4. I/We understand and confirm that the Principal or any duly authorised person, will act in *loco parentis* in any matter and at any time during which I/we have entrusted my/our child to the care of the school.
5. I/We understand that, unless I/we have instructed the school expressly and in writing to the contrary, the school may:
 - 5.1 include photographs, with or without name, of my/our child in school publications or in press releases to celebrate the school's or my/our child's activities or achievements.
 - 5.2 supply information and a reference in respect of my/our child to any educational institution which you propose your child may attend. The school will take care to ensure that all information supplied is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the school cannot be liable for any loss I/we or my/our child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained in any report or report given by us.
6. I/We understand that Oatlands Preparatory School is a fee-paying school.
7. I/We jointly and severally undertake to pay school fees and I/we understand the following:
 - 7.1 The compulsory annual school fees for 2016 will be adopted by the majority of parents at the AGM to be held in November 2015.
 - 7.2 School fees are payable in advance and are due on the first day of school.
 - 7.3 School fees may be paid in 10 equal monthly instalments, at the beginning of each month, from January to October.
 - 7.4 5% discount will be allowed on annual fees paid in full on or before 28 February 2016.
 - 7.5 A deposit of R1,000 is payable upon acceptance of my/our child. This amount will be deducted from the compulsory annual school fees. Should my/our child not attend the school, this fee will be refunded to me/us upon written request, providing the school with banking details for a refund.
 - 7.6 In terms of Section 39 of the South African Schools Act, parents are liable for the payment of compulsory school fees.
 - 7.7 In terms of Sections 40 and 41 of the South African Schools Act, the school may enforce the payment of these compulsory fees.
 - 7.8 In terms of family law, both parents are **jointly and severally liable** for the payment of the school fees **irrespective of their marital status**.
 - 7.9 In the event of the non-payment of school fees, the school will institute legal action against **both parents irrespective of maintenance and court orders which may exist between the parties**.
 - 7.10 The parties to this application undertake to pay all legal costs, including attorney/client fees and collection costs incurred by the school in the event of the school having to take legal action for the recovery of school fees.
 - 7.11 Parents who are unable to pay school fees may apply for an exemption from the payment of fees. Such application will be assessed according to the exemption regulations as gazetted by the government.
 - 7.12 The school may hold and process by computer or otherwise any information obtained about the parents as a result of their liability for school fees.

7.13 The school may conduct an enquiry and/or information search about the parents with a credit information bureau, persons acting as their agents and/or credit grantors.

7.14 If parents(s) fail to meet their school fee obligations the school may record their non-performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.

8. I/We undertake to give notice in writing of any intention to remove my/our child from the school and furthermore to return any books and/or equipment belonging to the school which our child may have.
9. I/We understand that the school reserves the right to verify all information supplied to them via this application. In the event of fraudulent documents submitted, the school reserves the right to lay a criminal charge of fraud against any of the parties to this application.
10. This commitment in its entirety will be valid from the day on which it is signed by the parent/guardian to the day on which the pupil officially leaves the school.
11. The parent/guardian declares that he/she is the legal guardian of the child and is entitled to sign this document, and shall be bound hereto both as parent/guardian, and in his/her personal capacity.
12. The signatories hereto hereby choose domicilium citandi et executandi (official address) as:

Address of father/guardian:.....

Address of mother/guardian:

In the event of a change of address, parents are to notify the school in writing.

DECLARATION

I,hereby declare that the information recorded in this form is true and correct and by my signature below, I give the Chairman of the School Governing Body or his designate, permission to check and confirm any of the details listed. I understand that should any of the information supplied by me be found to be false, action may be taken against me as in point 9 above.

Signed on this day of 20.....

FATHER/LEGAL GUARDIAN

I,hereby declare that the information recorded in this form is true and correct and by my signature below, I give the Chairman of the School Governing Body or his designate, permission to check and confirm any of the details listed. I understand that should any of the information supplied by me be found to be false, action may be taken against me as in point 9 above.

Signed on this day of 20.....

MOTHER/LEGAL GUARDIAN