



# RUSTENBURG GIRLS' HIGH SCHOOL

## ANNEXURE B: PARENT/GUARDIAN DECLARATION

*(To be completed and signed by BOTH Parents/Guardians)*

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### 1. IN LOCO PARENTIS

The principal or his/her nominee is authorized to make any decision in loco parentis when specific authority cannot reasonably be obtained in time from the parent/guardian. In particular, if in the opinion of the principal or his/her nominee, an emergency has arisen, he/she is authorized to permit a medical practitioner to carry out any treatment that may be considered necessary.

### 2. MEDICAL COVER

Parents/Guardians are encouraged to take out adequate medical aid cover or medical insurance for any medical costs arising from an accident while the learner is on the school premises or representing Rustenburg Girls' High School at any other event off campus, as the school will not be liable to compensate any learner or parents for any injuries suffered by the learner whilst the learner attends the school or whilst away from the school premises, or whilst the learner is engaged in school sports or other activities or whilst the learner is being transported by or on behalf of the school to or from any place, and however such injury or death may be caused, including, but not limited to, injury or death caused by the negligence of the teachers, other employees or any other learner of the school, and the parents hereby waive any claim which they might otherwise have had against the school for such compensation, and the parents furthermore indemnify and hold the school harmless against any claim brought against it in respect of compensation. The parents acknowledge that they have been advised to take adequate insurance for such compensation.

### 3. INSURANCE COVER

The parents/guardians are also advised to take adequate insurance to cover any loss or damage to any property of the learner or the parents, as the school shall not be liable for any such loss or damage.

### 4. PAYMENT OF SCHOOL FEES

The payment of public school fees is a statutory duty in terms of the South African Schools Act No. 84 of 1996 (as amended), payable annually, in advance at the beginning of each school year, unless an arrangement has been made with the school to accept monthly payments by debit order. The payment of school fees is compulsory unless an exemption or partial exemption has been granted.

School fees are payable in advance and are due on the first day of the school year. In order to reduce the financial burden on parents, Rustenburg Girls' High School are prepared to accept payment on a monthly basis over 11 months (January to November) strictly by debit order.

Irrespective of marital status or divorce agreement, both parents are jointly and severally liable for the payment of school fees, and any divorce order is inter partes (only binding on the parents) and does not affect the parent's liability to the school with regards to the payment of the full annual school fees.

In terms of Section 40 of the South African Schools Act, the school may enforce payment of the compulsory school fees. In the event of legal action being instituted to recover unpaid school fees, I/we understand that I/we will be liable for all legal fees so incurred, including attorney and own client fees and collection commission.

I accept that the undertakings, as explained above, in no way changes the fact that the payment of school fees is a statutory duty and not a voluntary agreement, particularly not a credit agreement as defined in terms of the National Credit Act No. 34 of 2005.

Payments are made subject to the following terms and conditions:

- 4.1. If payment is not received as elected above, or any single instalment by the due date, the whole outstanding amount will become immediately due and payable.
- 4.2. I/We authorize the school to do credit bureau searches on me/us and in the event of any school fees due by me/us not being paid, I/we authorize the school to inform any relevant credit bureau and have my/our name listed with them.
- 4.3. One term's written notice, or fees in lieu thereof, is required when withdrawing a learner.
- 4.4. Should the school institute any legal proceedings for the recovery of any amounts outstanding, I/we agree to pay all legal costs on the scale as between attorney and client including any collection commission which the school is liable to pay to its attorneys.
- 4.5. I/We choose the address specified as our residential address/es in the online application as my/our chosen legal domicile for service of all legal notices and processes until I/we advise the school in writing of my/our new address/es.
- 4.6. In the event that I/we are not the natural parent and/or guardian of the child/ren, then I/we accept responsibility of the parent as defined in Section 1 of the Schools Act.

**5. DECLARATION OF PARENTS/GUARDIANS**

I/We, \_\_\_\_\_ the  
aforesigned parent(s)/guardian(s) of \_\_\_\_\_ (name of learner)  
hereby declare that:

- I/We understand the content of items 1, 2 and 3 above and agree to take the necessary steps to ensure that we have adequate medical cover and insurance cover for any loss or damage that may be incurred.
- I/We commit to all undertakings mentioned in section 4 regarding the payment of fees and accept responsibility for monies that are due at any time, in accordance with the agreement as set out therein.
- I/We understand that the completion and submission of this application form does not constitute any promise of a place at Rustenburg Girls' High School and that I/we need to submit applications to at least two other schools in order to make every effort to secure a place for my/our daughter at a high school.
- The information provided in this application is true and correct and I/we understand that false information, the misrepresentation of information, as well as altered or fraudulent documents, will render this application invalid and will disqualify my/our daughter from being accepted at Rustenburg Girls' High School.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(place) (date) (month) (year)

Signature of Parent/Guardian1	Relationship to Learner	Name in Print
Signature of Parent/Guardian2	Relationship to Learner	Name in Print