

## 2023 ENROLMENT CONTRACT

### ENROLMENT AND TUITION AGREEMENT

#### ENTERED INTO BY AND BETWEEN

EduBoost School – a division of Boost Academy Cape Town (Pty) Ltd

Company Registration Number: 2017/477419/07

Private Education Institution

Western Cape Department of Education Registration Number: 010000666

And

The Parent(s) and/or Guardian(s) and/or Responsible Parties for

LEARNER'S FIRST NAME	
LEARNER'S SURNAME	
PERIOD OF ENROLMENT	

#### PLEASE NOTE THE FOLLOWING:

1. YOU ARE REQUIRED TO COMPLETE ALL SECTIONS.
2. THIS IS A MANDATORY REQUIREMENT FOR ENROLMENT AT EDUBOOST SCHOOL .
3. INCOMPLETE FORMS WILL NOT BE ACCEPTED.
4. THE ENROLMENT CONTRACT MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS WHICH MUST BE EMAILED TO: [info@eduboost.co.za](mailto:info@eduboost.co.za)
  - a) COPY OF THE LEARNER'S BIRTH CERTIFICATE
  - b) A COPY OF THE PARENT(S) / GUARDIAN(S) IDENTITY DOCUMENT(S) OR PASSPORT/S



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## SECTION A: ENROLMENT AND TUITION AGREEMENT

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### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 INTERPRETATION:

- 1.1.1. Expressions in the singular also denote the plural, and vice versa;
- 1.1.2. Words and phrases denoting natural persons refer also to juristic persons, and vice versa;
- 1.1.3. Pronouns of any gender include the corresponding pronouns of the other gender;
- 1.1.4. Clause headings appear in the Enrolment and Tuition Agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.

#### 1.2. DEFINITIONS:

In this agreement the following words and phrases shall bear the meanings as ascribed to them below, wherever they appear in this agreement:

- 1.2.1. "Academic Year" means the 12-month period commencing on the 1st day of January and ending on the 31st day of December during which the student will receive education at Eduboot School;
- 1.2.2. "Additional Fees" means those amounts payable 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 the student, including the costs of extra-curricular activities, curriculum or special educational needs;
- 1.2.3. "Annual Levy" means the annual amount payable for every academic year, which amount will be invoiced in advance in November of the previous calendar year where the student is already enrolled, alternatively, immediately upon registration of the student, and which amount stipulated as such in the Fee Structure, annexed to this agreement as Annexure "A" under Section B;
- 1.2.4. "Eduboot School" means Boost Academy Cape Town (Pty) Ltd, with Company Registration Number 2017/47419/07, being a registered education Institution (independent school registration number 010000666), having its business address at The Grimley, 14 Tuin Plein, Gardens, Cape Town.



1.2.5. "General Code of Conduct" means the school's policy regulating the standard of behaviour to be adhered to at EduBoost School, as set out in Annexure "C" under Section B of this agreement;

1.2.6. "CPA" means the Consumer Protection Act 68 of 2008;

1.2.7. "Deposit" means an amount equivalent to one month's fees, and payable in advance to secure a place for the student, which amount stipulated as such in the Fee Structure annexed to this agreement as Annexure "A" under Section B. The Deposit amount is payable on the date of Registration, and no student will be permitted to commence tuition until such time as the Deposit has been paid in full;

1.2.8. "Fees" means any payment owed to EduBoost in relation to the education provided to the student, and includes the following:

1.2.8.1. A Deposit equivalent to one month's fees;

1.2.8.2. Monthly tuition fees;

1.2.8.3. Annual levy;

1.2.8.4. Additional Fees;

1.2.9. "Guardian" means the person(s) appointed to take care of the student's needs..

1.2.10. "Student" means the child or children (of any age) enrolled at and admitted by EduBoost School to be educated, and whose details are stipulated on the Registration Form, already submitted to EduBoost School;

1.2.11. "Monthly Tuition Fee" means the amount payable to EduBoost School on a monthly basis during the academic year, to enable the student to be educated at EduBoost School, the fee amount stipulated as such in the Fee Structure, annexed to this agreement as Annexure "A" under Section B;

1.2.12. "Parent" means the biological or adoptive parent(s) or legal guardian(s) of a student, the person(s) legally entitled to the custody of a student, or the person(s) who undertakes to fulfil the obligation of a biological parent, adoptive parent or legal guardian;

1.2.13. "Penalty Fees" means an amount equivalent to one full term's fees, which will become payable to EduBoost by the responsible party upon the responsible party's failure to provide EduBoost School with one full term's written notice of its intention to withdraw the student from EduBoost;



1.2.14. "Registration" means the enrolment of the student at EduBoost School by completing and submitting the registration form already submitted to EduBoost School;

1.2.15. "Responsible Party" mean the parent(s) or guardian(s), or such other nominated person or party who has contracted with EduBoost School and is responsible for payment of the student's fees;

1.2.16. "Revised Fee Structure" means the revised fee structure that will be sent to the parent(s)/guardian(s)/responsible party during the month of September of each academic year during which the student is enrolled at EduBoost School, which will contain any amendment and/or revision of fees payable by the responsible party for the education and tuition of the student for the following academic year;

1.2.17. "School" or "we" means EduBoost;

1.2.18. "Term" means the division of the academic year by stipulated school holidays

1.2.19. "This Agreement" means this Enrolment and Tuition Agreement as well as all terms and conditions together with all the annexures and forms mentioned herein, which agreement must be signed by the parent(s)/guardian(s) of each student who is enrolled at EduBoost School;

1.2.20. "The Parties" means the parent(s)/guardian(s) as well as the responsible party, and EduBoost School.

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## 2. ENROLMENT AND REGISTRATION OF A LEARNER AT EDUBOOST SCHOOL

### 2.1. REGISTRATION OF A LEARNER ATTENDING EDUBOOST SCHOOL

2.1.1. Parent(s)/guardian(s) of new students who will be enrolled at EduBoost School are required to complete this agreement in full together with all the annexures and forms incorporated, to enable EduBoost School to enrol the student at its school.

2.1.2. The agreement must be handed in at EduBoost School, together with any additional information and/or documentation that has been requested from the parent(s)/guardian(s) and/or student by EduBoost School.

2.1.3. Proof of payment of the Deposit must be submitted to EduBoost School together with this agreement and all completed annexures and forms. The Deposit will be held in accordance with the CPA regulations, by EduBoost School, and will be:

2.1.3.1. deducted from the student's final monthly fee payment, alternatively;



2.1.3.2. in the event that the parties cancel the agreement, and subject to clause 7 and clause 8 of this agreement, the Deposit will be credited to the responsible party's account upon the departure of the student.

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## 3. FEE AGREEMENT

### 3.1. INTRODUCTION

3.1.1. EduBoost School is a private registered education institution and it is compulsory for the parent(s)/guardian(s) of a student to pay the student's fees. This obligation is legally enforceable against the parent(s)/guardian(s) irrespective of any internal arrangements made between the parents/guardians of the student or with a third party. This obligation is enforceable against both parents/guardians, jointly and severally, despite what is indicated herein under 3.1.4 (for convenience sake), irrespective of the marital status of the parents/guardians, whether they are divorced and have entered into a settlement agreement regarding payment of the fees, are separated from each other or have joint or full custody of the student.

3.1.2. Despite the contents of paragraph 3.1.1, the parent(s)/guardian(s) or such other responsible party have elected the party as stated in paragraph 3.1.4 hereunder, as the party who will be responsible for payment of the fees. The fees may be via electronic funds transfer or credit card payment in the school office.

3.1.3. By signature of the mandate, the responsible party confirms that the information provided in the mandate is correct and valid. Should the incorrect information be provided to EduBoost School, the responsible party will be liable for any unnecessary costs and/or bank charges that EduBoost had to incur in order to claim the amount from the correct bank account.



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## 3.1.4 DETAILS OF THE PARTY RESPONSIBLE FOR PAYMENT OF FEES

SURNAME:

FIRST NAME:

RELATIONSHIP TO LEARNER:

IDENTITY NUMBER:

DATE OF BIRTH (DD/MM/YY):

CELL NUMBER:

HOME TEL:

WORK TEL:

E-MAIL ADDRESS:

POSTAL ADDRESS:

POSTAL CODE:

PHYSICAL ADDRESS:

POSTAL CODE:

EMPLOYER'S ADDRESS:

POSTAL CODE:

ADDRESS TO WHICH THE ACCOUNT INVOICES AND STATEMENTS SHOULD BE SENT:

EMAIL ADDRESS



Website: [www.eduboost.co.za](http://www.eduboost.co.za) • Email: [info@eduboost.co.za](mailto:info@eduboost.co.za)

1 St James Street, Vredehoek, Cape Town

DIRECTORS: R Meeske, N Tattersall

RESPONSIBLE PARTY WILL BE LIABLE FOR (PLEASE SELECT):

MONTHLY TUITION INVOICES	✓	<input type="checkbox"/>
ADDITIONAL FEES / INVOICES	✓	
DEPOSIT	✓	
LEVIES	✓	
		Parent / Guardian Initial

IN THE EVENT THAT ANOTHER PARTY IS AGREED TO BE JOINTLY AND SEVERALLY RESPONSIBLE FOR ANY OF THE MONTHLY INVOICES, ADDITIONAL FEES / INVOICES, DEPOSIT OR LEVIES, THEIR DETAILS SHOULD BE INCLUDED BELOW:

SURNAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

CONTACT TELEPHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

CONTACT PHYSICAL ADDRESS: \_\_\_\_\_

NOTE: Despite the obligations for the fees being split herein for convenience sake, the enforceability of the liability for fees remain unaffected as stipulated in Par 3.1.1 above.

### 3.2. FEE STRUCTURE / REVISED FEE STRUCTURE

3.2.1. The fees payable by the responsible party to EduBoost School are set out in the Fee Structure annexed to this agreement as Annexure "A" under Section B.

3.2.2. The fees may be increased from time to time in line with inflation by EduBoost School in terms of a "revised fee structure". Notice will be provided to the responsible party of any increase in fees.



3.2.3. A revised fee structure for the forthcoming academic year will be sent to the responsible party / parent(s) / guardian(s) within the month of September of the current academic year.

3.2.4. Should the revised fee structure not be received by the parent(s)/guardian(s) by the end of September as stated in clause 3.2.3 above, it will be the responsibility of the parent(s)/guardian(s)/responsible party to contact EduBoost School in order to procure a copy of the revised fee structure.

3.2.5. Should the revised fee structure not be acceptable to the parent(s)/guardian(s)/responsible party, it remains the sole responsibility of the aforementioned party to give the appropriate notice and to terminate the enrollment agreement in terms of clause 7 of this agreement.

### 3.3. PAYMENT OF FEES

3.3.1. An annual levy, the amount as reflected in the fee structure, is payable by the responsible party prior to the start of the academic year, or at the time a student joins EduBoost School.

3.3.2. A deposit equivalent to one month's fee as stipulated in the fee structure for the applicable academic year in which the student is to be enrolled for the first time at EduBoost School, must be paid before this signed agreement is handed in at EduBoost School.

3.3.3. A monthly fee, the amount as stipulated in the fee structure for the particular academic year, is payable by the responsible party to EduBoost School by no later than the 3<sup>rd</sup> of each and every month for a period of 12 months.

3.3.4. Sports coaching, extra mural activities and participation in partner sport/cultural curricula are not included in the EduBoost Fee Structure.

3.3.5. Curriculum fees and prescribed textbooks are not included in the EduBoost Fee Structure.

3.3.6. Fees may be paid upfront for the entire academic year. Where the fees are paid upfront, the parties agree that the fees so paid in advance will be held by EduBoost School in accordance with the provisions of the CPA, however EduBoost School will be entitled to treat the interest generated from the advanced fees as income.

3.3.7. Should the responsible party fail to pay the monthly school fees on or before the 3<sup>rd</sup> day of each and every month for the academic year, and EduBoost School is forced to





instruct any attorney or collection agent, or to institute legal action against the responsible party to collect any outstanding amount owed to it, the responsible party will be liable for all legal costs incurred on the scale as between attorney and client, together with any tracing fees and collection commission as allowed by applicable legislation.

3.3.8. In the event that any invoice is not paid on or before the 3<sup>rd</sup> day of the month, EduBoost School shall be entitled to levy interest at the rate of the prime rate of interest plus 2% to the arrear amount, from the 1<sup>st</sup> day of default until such time as the outstanding amount is settled in full.

3.3.9 In addition to clause 3.3.6 –

3.3.9.1. Should the responsible party further fail and/or refuse to settle the entire accumulated amount of outstanding fees for the specific academic year, on or before the 3<sup>rd</sup> of December of that specific academic year, the student's enrolment at EduBoost School will be terminated; and

3.3.9.2. Should the responsible party fail to settle any outstanding amounts following demand from either EduBoost School or its appointed representatives, EduBoost School reserves the right in its absolute and sole discretion to suspend the student until such time as the outstanding amounts are settled. The student will be denied access to the premises of EduBoost School and all further education of the student will cease.

3.3.10. The parties hereby agree that a certificate of balance signed by the Head of EduBoost School or nominated person, will constitute *prima facie* evidence of the balance of the amount outstanding and owed to EduBoost School.

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## 4. GENERAL CODE OF CONDUCT

4.1. EduBoost School adheres to and upholds a strict Code of Conduct and the wider supporting policies, which sets out the required behaviour of the student whilst attending EduBoost School.

4.2. The General Code of Conduct is annexed hereto as Annexure "C" to Section B of this agreement.

4.3. The student undertakes to adhere to the Code of Conduct and procedures of EduBoost School. The School has the right within its sole discretion to add to and/or amend/update the Code of Conduct rules, policies and procedures from time to time. Sufficient notice of any changes to the rules, policies and procedures of the Code of Conduct will be sent to the parent(s)/guardian(s) of the student.



4.4. Any and all changes will be published on the school website and be available in hard copy in the school office.

4.5. It is the responsibility of each parent/guardian and student to familiarise themselves with the Code of Conduct and procedures, and signature of this agreement will constitute *prima facie* evidence that the Code of Conduct and procedures have been read by each parent/guardian and student.

4.6. Should the parent(s)/guardian(s) or student require assistance in understanding the Code of Conduct and procedures, it is their responsibility to contact EduBoost School immediately for assistance.

4.7. The parent(s)/guardian(s) hereby confirm that they understand that if a student contravenes the Code of Conduct and its procedures, the prescribed disciplinary action will be taken by EduBoost School.

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## 5. INDEMNITY

5.1. You, as the parent/guardian of the student indemnify EduBoost School, its principals, owners, employees, agents or other appointed personnel against any and all claims that may arise from any cause whatsoever, and which may result in loss of or damage to the property of, or injury to the student or any other person in the course of attendance at EduBoost School.

5.2. The General Consent and Indemnity document attached as Annexure B will be read as if specifically incorporated in this Agreement.

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## 6. DURATION OF THE AGREEMENT

Subject to clause 7 and 8 of this agreement, the duration of this agreement will be for an indefinite period pending termination thereof:

6.1. for the avoidance of doubt this agreement will terminate when the student completes the School's curriculum and any exit examination at the end of the student's schooling, unless otherwise terminated in the terms of this agreement;

6.2. It being specifically recorded that the terms and conditions of this agreement remain in full force and effect for the entire duration of the student's attendance at the School.



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## 7. CANCELLATION

7.1. You have the right to cancel this agreement 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 student from the School. Alternatively, a penalty fee 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 an 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.

7.2. The School also has the right to cancel this agreement 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 student 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.

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## 8. BREACH

8.1. Without prejudice to the School's other remedies, the School may cancel this agreement 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. The School may in addition thereto claim payment of all monies then owing and damages equal to one term's fees (as calculated at the time of cancellation). The School endeavours to credit any amount of pre-paid fees subsequent to the deduction of the aforesaid damages, and to refund the same to you.

8.2. For purposes of this agreement, a material breach is considered to exist where you or the student (as the case may be) –

8.2.1. fail to uphold the Policies, Code of Conduct and/or Rules of the School;

8.2.2. fail to pay any Fees when due;



8.2.3. fail to fulfil all legal requirements necessary for your child to attend school in South Africa, if any of these legal requirements apply to the student, for example, failure to obtain a valid study permit for the student if he/she is a foreign citizen; or

8.2.4. act in contravention of the school's Code of Conduct or alternatively act in such a way that you or the student become seriously and unreasonably uncooperative with the School and in the opinion of the Head, your or the student's behaviour negatively affects the students or other children's progress at the School, the well-being of School staff, or brings the School into disrepute.

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## 9. WHOLE AGREEMENT

9.1. This agreement constitutes the whole of the agreement between the parties and no amendment, alteration, addition, variation and/or consensual cancellation will be of any force or effect unless reduced to writing and signed by all the parties.

9.2. This agreement supersedes all previous agreements, and the terms and conditions of this agreement will henceforth regulate the relationship between the parties.

9.3. Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

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## 10. WAIVER BY A PARTY OF ITS RIGHTS

10.1. No waiver by any party of any of its rights in terms hereof shall be binding upon that party, unless such waiver has been reduced to writing and signed by all the parties and such waiver is permitted in terms of the Law and Legislation of South Africa.

10.2. No indulgence or extension of time, which a party may show, grant or allow to the other, shall constitute a waiver by that party of its rights in terms of this agreement.

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## 11. JURISDICTION

11.1. The parties hereby consent to the jurisdiction of the magistrate's court having jurisdiction over them in respect of all legal proceedings connected with this agreement notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the magistrate's court.

11.2. Notwithstanding the foregoing, the parties are entitled to institute action in the High Court having jurisdiction.



11.3. The agreement is governed by South African law.

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## 12. ADDRESSES AND DOMICILIUM

12.1. The responsible party chooses the residential address in clause 3.1.4 *supra* as his / her / their *domicilium citandi et executandi* ("domicilium") at which address all notices and legal process in relation to this agreement or any action arising therefrom may be delivered and served.

12.2. The School chooses as its *domicilium* The Grimley, 14 Tuin Plein, Gardens, Cape Town.

12.3. Any notice given by one of the parties to the other ("the addressee") which: -

12.3.1. is delivered by hand directly to the party or to the addressee's *domicilium* shall be presumed, until the contrary is proved, to have been received by the addressee on the date of delivery; or

12.3.2. is sent via electronic mail to the email specified in clause 3.1.4, must be presumed, until the contrary is proven, to have been received 1 (one) business day after despatch thereof; or

12.3.3. is posted by prepaid registered mail must be deemed to have been received by the addressee on the third business day after the date of posting.

12.4. Should either party change their *domicilium*, written notice must be given to the other party within 3 days from obtaining the new *domicilium*.

### SIGNATURE BY PARTIES:

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PARENT/GUARDIAN: Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_



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EduBoost School: Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_

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## SECTION B: ANNEXURES

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1 St James Street, Vredehoek, Cape Town

DIRECTORS: R Meeske, N Tattersall

## ANNEXURE A: EDUBOOST 2023 FEE STRUCTURE

### BREAKDOWN

Phase	Junior Primary School	Senior Primary School	Middle School	Middle School	Senior School		
Grades	1, 2, 3	4, 5, 6	7	8,9	10, 11	12	GED®
Monthly Fee	R 6,900	R 7,500	R 8,250	R 8,500	R 9,350	R 9,700	R8,500
Annual Levy	R 4,000				R 5,500	R 11,000	R 4,000

- Any extramural sports and culturals are charged separately.
- Fees do not include textbooks.
- School fees are payable monthly in advance, for 12 months of the year.
- A deposit equal to one month's fees is payable when joining and credited when your child leaves EduBoost.
- A term's notice, in writing, is required should your child leave the school.
- The online course material for the GED® programme will be R3 500 per annum.

*If the student is accepted but there is not a space immediately available, the Enrolment and Tuition Contract must be completed and submitted together with proof of payment for the Refundable Deposit to secure a place on the waiting list.*

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_



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## ANNEXURE B: GENERAL CONSENT & INDEMNITY FORM

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### INDEMNITY FORM

Dear Parents,

EduBoost and its owners, employees or agents cannot be held liable for any claims which may arise from our centre's services or any attendance at its premises howsoever arising and the learner and the parent waive any such claim against EduBoost, its owners, employees or agents.

EduBoost will take no responsibility whatsoever for the loss or damage of any electronic equipment, including cellular phones, tablets and laptops, brought onto our premises by our learners.

EduBoost reserves the right to confiscate any electronic equipment which is used without permission from the teacher by a learner during a lesson. The device will be returned to the learner at the end of the school day.

I hereby give our/my consent and permission for EduBoost School to use any still and/or moving image, including video footage, photographs and/or frames and/or audio footage depicting my/our children, for marketing leaflets and publications (including promotional materials, brochures, posters) or any other use such as for training, educational or publicity purposes, on EduBoost's social media pages and/or website.

Parent Full Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Learner Full Name: \_\_\_\_\_

Learner Signature: \_\_\_\_\_

EduBoost Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_





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## ANNEXURE C: EDUBOOST'S GENERAL CODE OF CONDUCT POLICY

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EduBoost School ("EduBoost") promotes an ethos aimed at creating an environment where the students can feel safe, happy, respected, accepted, valued and understood, and our endeavours to achieve and uphold these values are performed with due diligence and to the best of our capabilities.

EduBoost is centred on the well-being and development of its students, not only on an educational level, but also on emotional and psychological levels. It is a vital core function of EduBoost to develop the student by instilling and promoting principles of discipline, integrity, honour, mutual respect and trust as well as harbouring a caring nature towards each other, and in this process to ultimately teach them to uphold a system of moral values to guide each student through his/her growth process.

In order to establish a disciplined and purposeful environment to facilitate effective teaching and learning, EduBoost adheres to a strict General Code of Conduct, containing various tailored conduct policies aimed at creating the best environment for our students. These policies are successfully implemented and maintained by disciplinary procedures to immediately and uniformly address any contraventions of these policies.

The parent(s)/guardian(s) of students, as well as all students attending Edubooost, are required to fully and sufficiently acquaint and familiarise themselves with the content of the General Code of Conduct document. It is expected that parent(s)/guardian(s) go through this document thoroughly with their children. By signature of the General Code of Conduct, the parent(s)/guardian(s) and student hereby confirm that they have read the terms of this document, understand what is regarded as a contravention by EduBoost, are familiar with the rules of EduBoost, and understand the process that will be followed in the event that any of the rules or policies are contravened by the student.

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### PREAMBLE

EduBoost's General Code of Conduct for students is linked to the following policies that form part of the General Code of Conduct:

- General School Rules
- Behaviour Categories

EduBoost reserves the right to add specific conduct policies and/or update existing policies which will be published on the school's website and be made available in hard



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copy in the school office. EduBoost will endeavour to notify parents of any and all changes made to the General Code of Conduct.

All members of the School are presumed to be aware of and are required to adhere to the General Code of Conduct and the Rules, Regulations, Policies and Procedures.

EduBoost's student General Code of Conduct aims to:

- Establish a disciplined, purposeful and safe environment to facilitate effective teaching and learning in conjunction with all sporting and cultural focus areas at EduBoost.
- Promote the values of respect, integrity, service and excellence through clear moral guidelines.
- Uphold the rights of all students and inform them of their subsequent responsibilities.
- Inform students of their rights to disciplinary measures that are fair and non-discriminatory.

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## DEFINITIONS

Code	A set of rules
Conduct	The way one behaves or treats others
General Code of Conduct	The General Code of Conduct for students as stipulated in section 8 of the South African Schools' Act ("SASA") 84 of 1996, as amended
Student	Any person receiving or who is obliged to receive education as defined in SASA
Educator	A person appointed as defined in Proclamation 138 of 1994 (xiii) Educators' Employment Act of 1994

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## LEGAL

Legally, any private entity, particularly one that is entrusted with the education of young people, is bound by the laws of the land. Policies and codes of conduct must be developed with all relevant legislation in mind.

No student is exempt from the obligation to comply with the Code of Conduct of the school attended by such student.



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1 St James Street, Vredehoek, Cape Town

DIRECTORS: R Meeske, N Tattersall

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## SCOPE

The General Code of Conduct must be adhered to:

- on the School Property before, during and after school hours;
- at all official School events, both within and outside regular school hours; and
- in any situation, on or off School Property, where the student is recognisable as an EduBoost student.

In any instance, where behaviour by a student contravenes the Code of Conduct, or brings the school into disrepute, if said behaviour is brought to the School's attention, it will be subject to investigation and addressed by EduBoost management.

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## GENERAL SCHOOL RULES

1. Respect
2. Attendance and absenteeism
3. Appearance
4. Homework/Home Tasks
5. Handing in of assignments
6. Food
7. Property rules
8. Computer Usage/ Devices
9. Social Media
10. Plagiarism
11. Bullying
12. Drug and Substance Abuse

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## 1. RESPECT

1.1 Students are expected, at all times, to behave in a courteous and considerate manner towards each other, all members of EduBoost staff as well as the teachers.

1.2 Students are to greet the Principal, teachers, staff, parents and all visitors to the school.

1.3 Students may not say or do anything that will discredit themselves or EduBoost.

1.4 Any incidences of insolence inclusive of, but not limited to, swearing, shouting, back-chatting and rudeness will not be tolerated and will result in immediate disciplinary action.



- 1.5 No student will be allowed, at any time, to behave in a manner that will disrupt the learning activity of fellow students, or cause another student or teacher physical, psychological or emotional harm.
- 1.6 Students are expected to show respect for school property and facilities. Bathrooms must be left in a respectable condition and students must keep their work stations and surroundings clean and tidy. All litter must be placed in refuse bins or wastepaper baskets.
- 1.7 Wilful damaging, vandalising or neglect of school property and the property of others, either by writing or by a physical act, is prohibited. Theft of school and private property is also prohibited.
- 1.8 Disruptive, unruly, rude and/or offensive behaviour will not be tolerated.
- 1.9 The student will respect the beliefs, culture, dignity and rights of other students, as well as their right to privacy and confidentiality.
- 1.10 Language that is seen as pejorative, discriminatory or racist is prohibited.
- 1.11 Any act that belittles, demeans or humiliates another student's culture, race or religion is prohibited.
- 1.12 All students have the right to an education free of interference, intimidation and/or physical abuse. The student will respect the property and safety of other students. Fighting with or threatening of other students is forbidden.
- 1.13 The student will respect those students in positions of authority. A student who is in a position of authority will conduct him/herself in a manner befitting someone in authority. S/he will respect the rights of other students and will not abuse such authority bestowed upon him/her through his/her position.
- 1.14 Students are not allowed in the staff room.
- 1.15 The carrying, copying, distribution of and/or reading of offensive material is prohibited.

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## 2. ATTENDANCE AND ABSENTEEISM

- 2.1 It is the joint duty of the student as well as the parent(s)/guardian(s) of the student, to ensure that the student attends school on a regular basis.
- 2.2 If a student does not attend classes regularly, the Principal will report the absence to the parent(s)/guardian(s) and the Director of EduBoost in writing.
- 2.3 The teacher will keep an accurate register of student attendance of his/her class and must keep copies of all communication to parents when absence from the classroom is reported.



- 2.4 No student will be allowed to arrive late or leave early without written permission of the student's parent(s)/guardian(s).
- 2.5 Students who are late for school will be marked absent as registers are completed at the beginning of each school day. If a student is absent/late more than 10 days per term without valid reason, EduBoost is obliged to investigate and if necessary, report the absenteeism to the Western Cape Department of Education Regional Office.
- 2.6 Should a student be absent from school for a period of three days or longer, EduBoost may request a letter from a medical doctor.
- 2.7 Any absence from a formal examination, test or task must be supported by a letter from a medical doctor.
- 2.8 Truancy from school is prohibited.
- 2.9 Students are expected to be on time in class, seated with books and stationery ready for all lessons. Disruptive behaviour during class is a serious offence and will not be tolerated.

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### 3. APPEARANCE

- 3.1 Students are expected to abide by EduBoost rules regarding their appearance and behaviour as representatives of EduBoost, both during and after school hours as well as during their attendance at extra-curricular and extra-mural activities and functions.
- 3.2 Hair must be neat and tidy and away from the face.
- 3.3 Boys may not wear any piercings to school. Girls may wear one pair of plain studs or sleepers, but no other piercings.
- 3.4 Students may not have visible tattoos.

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### 4. HOMEWORK/HOME TASKS/ASSIGNMENTS

- 4.1 It is the responsibility of the student to ensure that his/her homework is done on time.
- 4.2 Any instance of homework not being done will be documented.
- 4.3 The parent(s)/guardian(s) of the student will be notified if homework has not been done repeatedly, whereafter suitable action will be taken.

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### 5. HANDING IN OF ASSIGNMENTS

- 5.1 The timeous handing in of assignments is the responsibility of each student.
- 5.2 Should a student not adhere to handing in the assignment/project then the student will be required to attend an Academic Detention.



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## 6. FOOD

- 6.1 Ordering food from outside the school is not allowed, except in special circumstances where permission has been obtained from the Principal..
- 6.2 Food is to be eaten during breaks only, not during lessons.
- 6.3 Students are requested not to ask parents to drop off food (or forgotten books or sports equipment) during school hours.

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## 7. PROPERTY RULES

- 7.1 Loitering and/or playing in and around the corridors, stairwells and toilets is forbidden.
- 7.2 Students may not leave the school premises without permission.

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## 8. COMPUTER USAGE/DEVICES

- 8.1 EduBoost does not take responsibility for or permit the use of cellphones during the school day except where such usage is specifically authorised by teachers for legitimate educational purposes, as part of lesson plans and/or academic programmes.
- 8.2 Students are personally and solely responsible for the security of their cell phones and electronic devices. Not the school nor the staff will assume any responsibility for theft, loss, or damage of a cell phone or electronic device, or any unauthorised use thereof.

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## 9. SOCIAL MEDIA

This policy provides guidance for student use of social media, which should be broadly understood for purposes of this policy to include emails, blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, social networking apps, and other sites and services that permit users to share information with others in an interactive manner.

- 9.1 Social media platforms must not be used by students for personal use during the School day.
- 9.2 Computer software, network and electronic equipment is made available to students for the express purpose of the School's instructional and educational purposes. Any abuse of this property or private use thereof to the extent that it impacts negatively upon EduBoost and/or could be potentially harmful, shall be treated as an offence.
- 9.3 Students should be aware that any conduct, even in their private capacity, which impacts on the interests of the School, must be in accordance with EduBoost's rules and



policies. In circumstances where a student defames or discloses confidential information on a social network and this causes damage to the School's or any individual's reputation and/or results in the loss of business this shall be treated as an offence.

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## 10. PLAGIARISM

10.1 Any act of cheating or plagiarism in class work, homework, informal and formal tests or internal or external examinations is prohibited. Furthermore, copying of and/or borrowing another student's work is forbidden.

10.2 EduBoost adheres to a strict policy against plagiarism and requires each and every student to uphold the same.

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## 11. BULLYING

11.1 EduBoost is a child-centred educational institution that promotes an ethos of respect and caring among its students and for the property and environment that we share. We therefore want our students to feel happy, safe, respected, accepted, valued and understood.

11.2 EduBoost adopts a zero-tolerance for bullying which is inclusive of bullying of a verbal (swearing, unsavoury comments, racism, blasphemy and hate speech), physical, emotional (social exclusion, rudeness, threatening or disruption of lessons) and cyber nature. Any incidences of bullying will result in immediate disciplinary action being taken followed by an immediate suspension not exceeding five school days.

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## 12. DRUG AND SUBSTANCE ABUSE

12.1 The use of drugs, unauthorised performance enhancing and illegal substances, smoking and alcohol by students is strictly forbidden at EduBoost and any violation will be acted upon immediately with disciplinary proceedings.

12.2 All substances mentioned above are strictly forbidden in, on and around EduBoost Premises.



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## EDUBOOST BEHAVIOUR CATEGORY GUIDE

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No written set of rules can cover all situations. There are times when students are expected to act sensibly according to approved codes of behaviour. In the event of misconduct, remedial/disciplinary action may be taken against a student. In order to ensure the consistent application of such action, misconduct has been categorised under various levels, according to seriousness.

The nature of the remedial/disciplinary action will depend on the level of the misconduct:

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### YELLOW CATEGORY (MINOR MISCONDUCT)

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#### CONSEQUENCES

The relevant person in authority will deal with Yellow Category Misconduct immediately and at their discretion. Discipline will be administered by the person in authority and could typically be a verbal reprimand and/or the allocation of an appropriate task e.g. meaningful written work, tidying up the classroom, litter clean up, etc. Teachers can institute a break detention or after-school detention. Teachers may “red flag” a student after repeated incidents and may email parents or contact parents to discuss.. After five occurrences, the teacher/staff member must complete an incident report form to be submitted to the Principal.

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#### MISCONDUCT

Yellow Category Misconduct includes, but is not limited to:

- Attention Seeking
- Inability and Accidents
- Emotional Immaturity
- Irresponsibility

For a better understanding, examples of Yellow Category behaviours are available in hard copy in the school office.





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## ORANGE CATEGORY (SERIOUS MISCONDUCT)

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### CONSEQUENCES

Orange Category Misconduct will be dealt with formally by the person in authority or by Principal intervention. Corrective action could typically involve appropriate disciplinary action such as break detention or after-school detention. Teachers may "red flag" a student after two incidents and may email parents or contact parents to discuss. After two occurrences, the teacher/staff member must complete an incident report form.

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### MISCONDUCT

Level 2 Misconduct includes, but is not limited to:

- Manipulation
- Disruption
- Wilful disobedience and defiance

For a better understanding, examples of Orange Category behaviours are available in hard copy in the school office.

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## RED CATEGORY (MORE SERIOUS MISCONDUCT)

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### CONSEQUENCES

Red Category Misconduct will be escalated to and dealt with immediately by the Principal or Director. After one occurrence, the teacher/staff member must complete an incident report form.

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### MISCONDUCT

Red Category Misconduct includes, but is not limited to:

- Abnormal behaviour
- Danger
- Suggestion
- Theft
- Cheating
- Prohibited items
- Bullying
- Disrespectful behaviour



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For a better understanding, examples of Red Category behaviours are available in hard copy in the school office.

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## BLUE CATEGORY (VERY SERIOUS MISCONDUCT)

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### CONSEQUENCES

Blue Category Misconduct will be dealt with immediately by the Principal or Director. After one occurrence, the teacher/staff member must complete an incident report form.

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### MISCONDUCT

Blue Category Misconduct includes, but is not limited to:

- Behaviour warranting immediate disciplinary action and/or disciplinary hearing for suspension/expulsion

For a better understanding, examples of Blue Category behaviours are available in hard copy in the school office.

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## LEVEL 5

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### LEVEL 5 (CRIMINAL ACTS – VIOLATES SCHOOL CODE + LAW)

Level 5 Misconduct relates to criminal acts and repeated serious violations of the School Code. Misconduct will be escalated to the appropriate authorities in conjunction with the Department of Education.

In addition, the School would reserve the right to implement Level 4 consequences.



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