



St. Henry's Marist College

APPLICATION FOR ADMISSION

AFFIX
PHOTOGRAPH OF
LEARNER

PLEASE COMPLETE THE APPLICATION FORM BELOW AND RETURN IT TO ST HENRY'S MARIST COLLEGE, PO BOX 30480, MAYVILLE, 4058 OR BY HAND TO 210 SOUTH RIDGE ROAD, DURBAN, 4001 TOGETHER WITH:

1. The application administration fee of R_____
2. Copies of the Learner's two latest School Reports.
3. Copy of the Learner's Birth Certificate.
4. Copy of the Learner's Baptism Certificate (Catholics only).
5. Health Certificate certifying that all statutory inoculations have been performed (Pre-Primary School applicants only)
6. Copy of the Learner's ID Book.
7. Copies of the Learner's parents' ID books.
8. In the case of Catholic applicants, a testimonial from the applicant's Parish Priest will enhance the applicant's chance of selection.

**The Guardian and/or the Third Party are to fully complete and sign this application form, and initial every page.
Incomplete applications will not be considered.**

LEARNER'S SURNAME: _____

LEARNER'S FIRST NAMES: _____

PROPOSED YEAR OF ENTRY: _____

PROPOSED GRADE OF ENTRY: *Tick the appropriate box:*

The Guardian/s and Third Party acknowledge having read the terms and conditions of this Application and confirm having understood these fully, and warrant that all the details set out herein are true and correct. They further confirm knowing that the terms and conditions include suretyships, indemnities, waivers and other duties and obligations imposed on them.

Signed:

Father/Guardian

Mother/Guardian

Third Party

Gr000 4yr old	Gr00 5yr old	Gr0	Gr.1	Gr.2	Gr.3	Gr.4	Gr.5	Gr.6	Gr.7	Gr.8	Gr.9	Gr.10	Gr.11	Gr.12
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FOR OFFICE USE ONLY

Date of interview		Fees	
Time of interview		Uniform	
Age		Entrance/Placement test Date	
Interview/Parents		Readiness tests date	
Interview/Learner		Provisional acceptance	
Office code		Final acceptance	

Date of receipt of application by College	Admission Number	Administration Number

Initials:

A. LEARNER'S DETAILS

If application is being made for more than one child kindly complete a separate application form per child.

LEARNER'S SURNAME: _____

FIRST NAMES: _____

LEARNER'S PREFERRED NAME: _____

BOY GIRL (As Appropriate)

DATE OF BIRTH: _____

(Please attach a copy of birth certificate)

RELIGION: _____

If Catholic, has the Learner received the following Sacraments: (As Appropriate)

BAPTISM RECONCILIATION EUCHARIST CONFIRMATION

PARISH: _____ NAME OF PARISH PRIEST: _____

ARE THE APPLICANT'S PARENTS CATHOLIC? FATHER: YES NO
MOTHER: YES NO

IS YOUR CHILD IN POSSESSION OF A HEALTH CERTIFICATE INDICATING THAT ALL STATUTORY INOCULATIONS HAVE BEEN PERFORMED? (Pre-Primary school applicants only)

YES NO

LEARNER'S PRESENT SCHOOL: _____

ADDRESS OF THAT SCHOOL: _____

LEARNER'S PRESENT GRADE: _____

LEARNERS SCHOLASTIC ABILITY: _____

LEARNER'S INTERESTS (Sports, Clubs, Societies, etc.): _____

NUMBER OF CHILDREN IN FAMILY: _____

FAMILY PATTERN: (e.g. B, B, G, B): _____

ON THIS PATTERN GIVE THIS LEARNER'S POSITION: _____

B. PARENT'S/GUARDIANS /THIRD PARTY'S DETAILS

FATHER/GUARDIAN'S SURNAME _____ TITLE: _____

FATHER/GUARDIAN'S FIRST NAMES: _____

FATHER/GUARDIAN'S PREFERRED FIRST NAME: _____

MARITAL STATUS: _____ IDENTITY NO.: _____

RESIDENTIAL ADDRESS: _____

_____ POSTAL CODE _____

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

TELEPHONE: HOME: _____ BUSINESS: _____ CELL: _____

FACSIMILE: HOME: _____ BUSINESS: _____

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EMAIL _____

PROFESSION or OCCUPATION: _____

NAME AND ADDRESS OF EMPLOYER: _____

IF SELF EMPLOYED PLEASE FURNISH THE NAME AND NATURE OF YOUR BUSINESS: _____

MOTHER/GUARDIAN'S SURNAME _____ TITLE: _____

MOTHER/GUARDIAN'S FIRST NAMES: _____

MOTHER/GUARDIAN'S PREFERRED FIRST NAME: _____

MARITAL STATUS: _____ IDENTITY NO.: _____

RESIDENTIAL ADDRESS: _____

_____ POSTAL CODE _____

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

TELEPHONE: HOME: _____ BUSINESS: _____ CELL: _____

FACSIMILE: HOME: _____ BUSINESS: _____

FAX (BUSINESS) (CODE) _____ (NUMBER) _____

EMAIL _____

PROFESSION or OCCUPATION: _____

NAME AND ADDRESS OF EMPLOYER: _____

IF SELF EMPLOYED PLEASE FURNISH THE NAME AND NATURE OF YOUR BUSINESS: _____

THIRD PARTY'S SURNAME _____ TITLE: _____

THIRD PARTY'S FIRST NAMES: _____

MARITAL STATUS: _____ IDENTITY NO/REG NO.: _____

RESIDENTIAL ADDRESS: _____

_____ POSTAL CODE _____

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

TELEPHONE: HOME: _____ BUSINESS: _____ CELL: _____

FACSIMILE: HOME: _____ BUSINESS: _____

FAX (BUSINESS) (CODE) _____ (NUMBER) _____

EMAIL _____

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PROFESSION or OCCUPATION: _____

NAME AND ADDRESS OF EMPLOYER: _____

IF SELF EMPLOYED PLEASE FURNISH THE NAME AND NATURE OF YOUR BUSINESS: _____

C. CONNECTIONS WITH ST. HENRY'S AND REFERENCESIS EITHER PARENT A PAST PUPIL OF THE COLLEGE: YES NO

IS SO, WHAT YEARS AND SPORTS HOUSE? _____

DOES THE LEARNER HAVE BROTHERS OR SISTERS ASSOCIATED WITH THE COLLEGE? YES NO

IF YES:

NAME/S _____ YEAR _____ SPORTS HOUSE _____

NAME/S _____ YEAR _____ SPORTS HOUSE _____

NAME/S _____ YEAR _____ SPORTS HOUSE _____

NAME/S _____ YEAR _____ SPORTS HOUSE _____

PLEASE PROVIDE THE NAME AND ADDRESS AND TELEPHONE NUMBERS OF TWO PEOPLE WHO ARE WELL ACQUAINTED WITH THE LEARNER'S FAMILY:

1. _____

2. _____

What prompted you to apply for your child's/children's admission to St Henry's Marist College? Please tick the appropriate box:

A	Family connections with the College	
B	Local Parish	
C	Catholic affiliation	
D	Press advertisements (please specify which publication)	
E	Presentation at your child's present school	
F	Sporting/cultural event	
G	The College website	
H	The College's newsletters to your child's present school	
I	Recommendation of the principal at your child's present school	
J	Other	

D. STANDARD TERMS AND CONDITIONS

1. In this application, unless the context otherwise indicates, the singular shall include the plural and the masculine gender shall include the feminine gender; and

"the Board of Governors ":	shall mean the body in which the control and management of the College is vested
"the Guardian"	shall mean the legal guardian of the Learner and includes a parent in relation to a child or the person in whose custody the child has been lawfully placed
"the Principal"	shall mean the Principal of the College;
"the Learner"	shall mean the child/children whose name or names appear below
"the Rules"	shall mean the Rules and Regulations of the College, as amended from time to time
"the College"	shall mean St. Henry's Marist College

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"the Terms "	shall mean the Standard Terms of Admission and Enrolment as set out herein
"Third Party"	shall mean the person/entity responsible for the account in the event of the Guardian not being primarily responsible therefor
"the school fees"	shall mean the tuition fees, stationery levies, book levies, ordinary outing levy and such other payments as may be set by the Board of Governors
'the tuition fees"	the annual school fee, excluding sundry levies and other payments such as those referred to as being included in "the school fees"

2. The Guardian and the Third Party choose as their domicilium citandi et executandi (the address for the service of all notices and all legal processes) either of the addresses set out in Part B hereof, provided that the Guardian and the Third Party shall be entitled, by written notice to the College, to change their domicilium citandi et executandi with effect from fourteen days of receipt of such notice by the College, subject to such addresses being within the Republic of South Africa.
3. The Guardian and the Third Party confirm by their signature hereto that they are applying to enrol the Learner at the College subject to the terms and conditions hereof, the College's Rules and Regulations as amended from time to time. The Guardian and/or Third Party are, upon request therefor, entitled to a copy of the College's Rules and Regulations free of charge. Furthermore the Rules and Regulations may be inspected at the College at all reasonable times by prior arrangement. The terms and conditions hereof shall prevail in the event of any conflict or ambiguity arising from any other document they may be required to sign.
4. The Guardian and Third Party further confirm that in the event of the admission of the Learner to the College, this agreement and the College's Rules and Regulations shall constitute the sole agreement in terms of which the Learner is accepted, and neither party shall be bound by any terms, undertaking, representation or warranty not expressly recorded herein or in the said Rules and Regulations.
5. The admission and enrolment of Learners is at the discretion of the Principal who may refuse admission without giving reasons therefor and may grant temporary or provisional enrolment subject to such further terms and conditions that he may impose. The Principal may cancel enrolment in accordance with the terms hereof, the Rules and Regulations, or in the event of there being a misrepresentation made herein or in any other information supplied to the College.
6. This agreement shall remain of full force and effect, until terminated by either party in in accordance with the terms hereof, or as a result of the Learner completing his schooling.
School fees are however subject to annual adjustment as determined by the Board of Governors in order to meet the needs of the school. Advance written notice of not more than 80 and not less than 40 business days will be given to the Guardian of the change in school fees, which the Guardian and/or Third Party undertakes to pay timeously.
7. It is hereby acknowledged that ONE FULL term's notice, in writing, is required in the event of the Learner being removed from the College. Should the required FULL term's written notice not be given, the Guardian and the Third Party will be responsible for the payment of the forthcoming term's fees in lieu of such notice. If a replacement Learner is found, within the notice period, the Guardian and/or Third Party will be refunded an amount equal to the College's recovery in relation to its estimated loss. There is no obligation on the College to do anything to find a replacement Learner.
8. It is the responsibility of the Guardian to ensure that the Learner is adequately insured against personal injury or related risks. It is further the responsibility of the Guardian to ensure that all personal belongings of the said learner are adequately insured against loss. Under no circumstances will the College, its Board of Governors and/or its employees accept responsibility for any such injury, loss and/or damage, and the Guardian hereby waives and abandons all claims, and hereby exempts and releases the College, its Board of Governors and its employees from all liability in consequence of any injury or loss sustained by the Guardian and/or Third Party or the Learner on account of any act or omission by the College, its Board of Governors and its employees, learners, agents or invitees.

The Guardian furthermore hereby agrees that while the Learner is at College or is conveyed or transported at any time for any purposes whatsoever, then it shall be at the Guardian and Learner's own risk. While all reasonable care shall be taken to ensure the safety of all the Learners, the College, the Board of Governors and/or parents who are acting for the College and/or individual employees of the College shall not be liable in law or otherwise to the said Learner or Guardian for any loss or damages arising out of bodily injury or death. Likewise, should the Guardian become liable to pay medical or other expenses to any third party as a result of bodily injuries or death suffered by the Learner, the Guardian accepts that he shall have no claim against the College, the Board of Governors or any individual staff member or employee of the college (and/or any parent who may be acting on behalf of the College) for recovery of such expenses, and the Guardian hereby waives any such claim which he may have. This indemnity shall also apply to the Learner's involvement in any extra-mural activities, whether on or off the school premises.
9. The Guardian and/or Third Party indemnifies the College, its Board of Governors and its employees against all liability for any injury or loss sustained by any person on account of any act or omission by the Learner and the Guardian and/or Third Party accept full liability and responsibility for any such act or omission.

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10. The Guardian and/or Third Party confirms that a certificate signed by the office of the Finance and Estate Manager or Principal showing the amount owing by the Guardian or Third Party to the College shall be *prima facie* proof (accepted as correct until proved otherwise) that the said amount is due, owing and payable and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgment or otherwise), proof of the debt on insolvency or for any other purpose whatsoever. Where the quantum of the College's claim is thereafter disputed by the Guardian or Third Party, the Guardian or Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
11. In the event of any breach of these Terms or the Rules by the Guardian and/or Third Party or the Learner:
- 11.1 The Principal shall be entitled to declare the Learner's admission and enrolment cancelled and to prohibit the Learner from further attendance at the College.
- 11.2 The College shall be entitled to instruct attorneys to attend to the collection of all outstanding money due to the College and sue for the recovery thereof if necessary, in which event:
- 11.2.1 The Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) and the Third Party shall be liable for the legal costs thereof on an attorney and own client scale including collection commission, tracing fees and the like;
- 11.2.2 The Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) and the Third Party hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court over the Guardian and the Third Party for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. It is hereby expressly understood and agreed that the College shall be entitled and not obliged to bring any action in any other competent Court that has jurisdiction over the Guardian and/or Third Party; and
- 11.2.3 The Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) and/or Third Party hereby agree to an emoluments attachment order being issued against his earnings.
12. In the event of the Third Party taking responsibility for the account, the Guardian by his signature hereto hereby binds himself jointly and severally in his personal capacity as surety and co-principal debtor with the Third Party for payment to the College for any amounts which are owing and may at any time become owing to the College by the Third Party from whatever cause arising. The guarantee shall be a continuing guarantee and the Guardian will only be released in writing by the College who will be obliged to release him in the event of the Third Party and/or the Guardian settling the Third Party's account with the College in full. The Guardian hereby renounces the benefits of the legal exceptions and the benefit of "*non causa debiti*" (no valid reason for the debt); no value received and "*beneficium ordinis seu excussionis et divisionis*" (The surety's right that the estate of the principal debtor should first be excused and that the liability should be divided on a pro rata basis between the co-sureties) *the force*, meaning and effect of which he declares himself to be fully acquainted. The Guardian also acknowledges that any certificate issued in pursuance of paragraph 10 above shall be binding upon him in any action brought against him as surety and co-principal debtor.
13. Neither the Guardian and/or the Third Party shall be entitled to cede and /or assign their rights and/or obligations under this agreement.
14. In the event of the Third Party being a company/close corporation or other legal entity, the person signing this agreement warrants that he is duly authorized to represent the Third Party and to bind the Third Party to these terms and conditions.
15. The remedy stipulated above shall not be exhaustive and shall be in addition and without prejudice to any other or further remedies available in law.
16. The College reserves the right to amend, vary, cancel or add any clause in/to this agreement, in its sole and absolute discretion, as long as such amendment, variation, cancellation or addition is reasonably necessary for the efficient administration of the College, and is reduced to writing and signed by the Principal. Such amendment will become effective 30 days after notice thereof has been given.
17. No indulgence, leniency or extension of time which either party may grant to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

E. CODE OF CONDUCT & OTHER MATTERS

1. The College subscribes to a Code of Conduct that deals with general behaviour, dress and grooming, substance abuse, disciplinary procedures and sanctions for contravening the Code. Completion of this application form expressly implies acceptance of and willingness of Guardian, The Third Party and the Learner to be bound by the Code of Conduct.
2. The Guardian:
- 2.1 accepts that it is a requirement that all Learners participate in all religious education classes, assemblies and church services held at the school irrespective of whether they are Catholic or not;

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- 2.2 gives his consent for the Learner to take part in any and all of the extra mural activities of the College, including, but not limited to, all games, athletics, educational and sports tours and excursions of any nature whatsoever, which the College authorities consider desirable
- 2.3 acknowledges and accepts that in the event of the Learner being involved in a non-College event taking place at the same time as a College event, that the College event shall take precedence, unless the Learner is excused by the Principal upon the Principal receiving a written request delivered to him not less than 7 school days before the College event; and
- 2.4 acknowledges that the Learner will honour the sports and cultural commitments made each term.
- 3 The Principal reserves the right:
- 3.1 at his discretion to inspect and search the Learner's person, belongings and possessions, and the Guardian, in so far as it may be necessary, hereby authorizes and consents to the Principal and/or his appointees to do so and further authorises the Principal to carry out any tests medical or otherwise after giving the Guardian written notice of his intention to do so if the Principal suspects any substance abuse or other wrongdoing
- 3.2 to "detain" the Learner for misconduct or poor performance without necessarily giving notice to the Guardian
4. At all times during school terms the Guardian authorises the Principal (or his appointed deputy) to act – "in loco parentis" (in the place of the parent) – including granting consent for medical treatment, operations and anaesthetics. The exact interpretation of this phrase in an emergency is at the discretion of the Principal (his appointed deputy), who will consult the Guardian where, in his opinion this is possible, taking into account all relevant circumstances.
5. The Guardian and the Third Party undertake that they shall conduct themselves in a respectful and courteous manner in their interaction with the College, its Board of Governors, employees, visitors to the College, Learners and other guardians and parents, and will not by any act or omission do anything that may or will cause damage to the good name and reputation of the College.

F. DEBTORS POLICY

1. School Fees are payable as follows:
- 1.1 Annually by 31st January. or
- 1.2 Ten equal monthly debit orders (January to October) by either the 1st; 10th; 16th; 22nd or 26th of every month.
A failure by the Learner to attend classes for whatever reason will not reduce The Guardian and/or Third Party's liability for the tuition fees for the full academic year, except with the written consent and at the sole discretion of the Board of Governor's.
2. Where fees are paid annually in advance on or before the date set by, and announced by the College, for qualification therefor, a discount in respect of the total fee may be allowed.
3. Any discount referred to above will not apply to sundry levies and other payments, and shall apply solely to the annual tuition fee, and may be discontinued at the sole and absolute discretion of the Board of Governors.
4. Interest or other income which may be earned from fees paid in advance will accrue to the school as income.
5. Only cash (by direct deposit into the College's bank account - details are available from the Finance Department), bank guaranteed cheques or credit card payments will be accepted as further payment on accounts for which a Return to Drawer cheque has been received. An administrative fee of R100.00 will be levied for every cheque that is referred to drawer.
6. In the event of debit orders being returned owing to insufficient funds, an administrative fee of R100.00 will be levied per return.
7. Any outstanding fees from the previous year must be settled before the expiry of the academic year they relate to unless arrangements to the contrary have been made and agreed to with the College and such arrangement has been confirmed in writing by the College or the College attorneys.
8. Procedures for collection:
- 8.1 Statements of account will be sent at beginning of every academic year.
- 8.2 If fees are outstanding for 30 days from the date on which they became due and payable, a notice letter will be sent. The letter will warn the Guardian and/or Third Party that he/she is in breach of the contract, and that the Learner may be excluded from the start of the next term as a consequence of the breach of contract. The Guardian and/or Third Party will be given seven working days to settle the account. Any such notice given to the Guardian and/or Third Party

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shall be deemed notice given to the Third Party, it being the Guardian's obligation to advise the Third Party of any such notice received.

8.3 Regardless of whether the contract is terminated or not, if the amount owing has not been settled upon the expiry of the 7 day notice period referred to in paragraph 8.2 above, then the College may hand the account over to the College's attorneys for collection.

8.4 Should arrangements be made and accepted by the College, and should the Guardian and/or Third Party not adhere to such arrangements, then the College shall be entitled to hand the account over to the College's attorneys for collection without further notice.

8.5 In the event of a subsequent default during an academic year, the College shall not be obliged to give the Guardian and/or Third Party notice in terms of paragraph 8.2 above before handing the account over to the College's attorneys for collection.

9. All procedures and communications concerning the collection of fees will be conducted by the Finance and Estate Manager's Department. The Principal will not be involved in the process.

10. General:

10.1 All communications concerning arrangements for the payment of outstanding accounts will be confirmed in writing by the College or its attorneys.

10.2 Payments will be allocated against the account in the following order:

- 10.2.1 Legal fees and disbursements
- 10.2.2 Interest
- 10.2.3 Extras (levies for books, trips, stationery, etc.)
- 10.2.4 Annual tuition fees

11. The Guardian and Third Party hereby authorise the College, and/or their agent to make any credit enquiries, as they, in their sole discretion may deem necessary, with any credit bureaux for the purposes of this considering this application and at any time thereafter should it be accepted and the Learner enrolled.

12. Should we fail to make timeous payment of any amounts due by us, then the College may, upon giving us 20 days written notice by prepaid registered mail of its intention to do so, record our failure with any credit bureaux.

G. DEPOSIT AND ELECTION OF METHOD OF PAYMENT OF SCHOOL FEES

This application WILL NOT be considered if this section is not fully completed.

1. If the Learner is accepted for enrollment at the College I confirm and accept that such acceptance will remain open for a period of 10 days from the date on which I am notified in writing thereof, within which time I/we acknowledge that we will be required to pay the administration fee as advised in such acceptance notification, being the amount set by the Board of Governors for the relevant year, to secure the Learner's enrolment at the College.

2. As a period of payment I/we choose (please mark with a X)

- a) Full year in advance
- b) Ten equal monthly debit orders (January to October)

3. If the Guardian and/or Third Party elect to pay the school fees by debit order then the debit order authorization set out below is to be fully completed and signed.

4. DEBIT ORDER AUTHORITY

I/we authorize St Henry's Marist College to effect a Debit order against my/our bank account to effect the monthly payment of fees on the:

1st	10th	16th	22nd	26th
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of each month.

The details of the account to be debited appear below.

<i>Initials:</i>

FIRST PERSON RESPONSIBLE FOR PAYMENT OF FEES	
Bank:	
Name of account holder:	
Branch name:	
Branch code:	
Account number:	
Type of Account e.g. Savings/Current etc. (Attach a copy of a cancelled cheque or a statement)	
Signature:	
Date:	

A. SIGNED BY THE GUARDIAN/FATHER IN HIS PERSONAL CAPACITY, AND IN HIS CAPACITY AS SURETY AND CO-PRINCIPAL DEBTOR ON _____

AS WITNESSES:

1. _____

Name (Print): _____

2. _____

B. SIGNED BY THE GUARDIAN/MOTHER IN HER PERSONAL CAPACITY, AND IN HER CAPACITY AS SURETY AND CO-PRINCIPAL DEBTOR ON _____

AS WITNESSES:

1. _____

Name (Print): _____

2. _____

C. SIGNED BY _____ IN HIS CAPACITY AS THE THIRD PARTY, HE BEING DULY AUTHORISED HERETO ON _____

AS WITNESSES:

1. _____

Name (Print): _____

2. _____

- IF THE THIRD PARTY IS A LEGAL ENTITY KINDLY ATTACH LETTER OF AUTHORITY OR COPY OF RESOLUTION

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- IF THE THIRD PARTY IS MARRIED IN COMMUNITY OF PROPERTY, THE THIRD PARTY'S SPOUSE IS REQUIRED TO CONSENT HERETO BY SIGNING THE CONSENT BELOW.

CONSENT BY SPOUSE OF THIRD PARTY

I, the undersigned, _____ hereby consent to my spouse entering into this agreement.

AS WITNESSES:

1. _____

2. _____

Name (Print): _____

<i>Initials:</i>
