

Photo

NEXGEN TRAINING ACADEMY

37 Cuyler street, Central, Uitenhage ,6229

LEARNER ENROLMENT CONTRACT

SECTION A: STUDENT DETAILS & PARTICULARS

Please Attach

Student I'D	Highest School results	Curriculum Vitae	Proof of payment
PLEASE NOTE ALL COPIES SHOULD BE CERTIFIED AND NOT OLDER THAN THREE MONTHS			

SCHOOL ADMISSION POLICY

The admission policy of NEXGEN TRAINING ACDEMY complies with the requirements of the Eastern Cape Department of Higher Education and Training Quality Council of Trade and Occupation. The Academy gives preference to Learners who reside within the NATURAL CATCHMENT AREA of the Academy. This is the area closest to the Academy by the way of registered roads or access.

The NATURAL CATCHMENT AREA of NEXGEN TRAINING ACADEMY is loosely described as all the areas that surround the Institution. Acceptance of applications from residential areas outside those stipulated will be subject to availability of places and will be at the discretion of the admission team. Whilst the constitution guarantees the right to an education, it does NOT guarantee access to a chosen Academy.

NEXGEN do not discriminate based on race, sex, or religion. Students are admitted solely based on availability of places.

- An applicant must comply with the age compatibility of the Course for which he/she is applying.
- Applicants may be required to ATTEND AN INTERVIEW OR AN ENTRY EXAMINATION with the Principal where it is deemed

necessary.

- The most recent academic report will be taken into consideration.
- Non-South African citizens require residence or study permits before full registration is confirmed.
- Acceptance of an application for admission to the Academy does NOT imply acceptance into the school. All acceptances and/or rejections will be made in writing and will be forwarded to the applicants.
- Admitted learners must be able to benefit from the type of Education offered at NEXGEN TRAINING ACADEMY.
- Learners and parents must feel comfortable with the basic ethics of the Institute. Learners are expected to participate in extra-curricular sports and cultural activities as may be deemed necessary.
- NexGen Uniform policy, code of conduct and other regulations are always expected to be observed.
- Parent(s), Learners and staff are committed to a multi-cultural approach to education, and although the medium of instruction and culture is English, Learners are compelled to learn tolerance and respect for people of other cultures. Academic standards, sporting achievements, cultural activities and the general tone of the Academy must be maintained.
- Enrolment at school places a learner under an obligation to attend school punctually and regularly unless there is a valid reason for absence. Every child shall be subject to the school's attendance policy. Absenteeism and irregular attendance of classes without an acceptable reason shall be treated as a serious offence and shall be dealt with in accordance with the school's learner disciplinary policy and procedures.
- Notice to discontinue studies or deregister from school will only be validated with approval of a parent and Principal. A letter /application to deregister from the person/organization in charge of the learner's account will have to be submitted to the Principal at least a full calendar month before the intended date of terminating studies.
- All refunds where applicable will only be made by application. Payment will be made within 15— 30 working days of refund application. This period is long for reasons of following proper procedure and finalizing authorization from the financial committee of the Academy
- All refund application must be done in writing and shall be subject to an approval process. Refunds are payable to the parent/guardian/sponsors only and not to learners.

"NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS":

No. •

SECTION B: ENROLLMENT TERMS

1.1 I/We hereby agree to pay to NEXGEN TRAINING ACADEMY the determined fees as follows:

PAYMENT FOR	TOTAL AMOUNT	PAYMENT DATE/ PERIOD AGREED UPON
Registration Fees (Non Refundable)		
Library Fees (Non Refundable)		
Admin Fees (Non Refundable)		
Tuition fees (Please arrange convenient terms of payment to suit you)		Agreed monthly instalment R _____ Payment Period ____/____/20____ to ____/____/20____
Other	Payment Plan	<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>

"NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS"

1.2 Subject to the provisions of the South African Schools Act, 1996, and any Provincial law that may apply, the Parent (s) hereby undertake(s) that, for as long as the Learner attends NEXGEN TRAINING ACADEMY, the Tuition fees and / or any other levies as determined by the Academy shall be payable.

1.3 The Parent(s) /Next of Kin / Partner agree(s) to be liable for payment of interest on all overdue amounts, at the maximum rate permitted by law from time to time.

1.4 Tuition fees and/ or levies and INTEREST shall be paid into the Academy's Account and be administered and utilized by the management of the Institute at its discretion, but always subject to the provisions of South African Schools Act and any Provincial laws that may apply.

1.5 If the Academy institutes legal action for the recovery of any outstanding fees, the Parent(s) /Partners/Next of Kin agree(s) and undertake(s) to pay all legal costs incurred by the School on the scale as between an Attorney and his own client including interest or commission.

1.6 School fees can be paid monthly in advance over an academic year period commencing January with final payment on or before 7th of the November

Full name of Parent (s)/ Legal guardians here in referred to as "the parent (s)"

Father/Guardian	<input type="text"/>	I.D. No.	<input type="text"/>
Mother /Guardian	<input type="text"/>	I.D. No.	<input type="text"/>
Parent/Guardian's email	<input type="text"/>	Alternative Cell No.	<input type="text"/>
Learner's Name	<input type="text"/>	Date of Birth	<input type="text"/>

2. REMOVAL OF LEARNERS FROM THE SCHOOL

2.1 The PARENT(S) / GUARDIAN(S)/ LEARNER /PARTNER /NEXT OF KIN shall give the Academy at least ONE month written notice of his/her intention to remove a Learner(s) from the Academy, in which event the Akamai shall upon the Learner's departure from the Institution, refund to the PARENT(S)/LEARNER any tuition fees paid in advance for the portion of the year not utilized. Monies paid for other effects may not be refundable.

2.2 If a Learner is removed from the INSTITUTE and NO "30 days" notice is given by the parent /guardian, fees paid in advance shall be FORFEITED and accrued fees may still be expected and payable by the legal parent / guardian. There will be NO expectations from the parent/guardian to be reminded that fees must be paid. The school shall have the right to hand over any outstanding accounts without further notice.

3. TUITION OF LEARNERS

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3.1 The School shall provide education in accordance with the curriculum and syllabi determined by the Eastern Cape Department of Education and Training, but always subject to the requirement of the South African school Act.

3.2 The parent hereby agrees that no extra tuition shall be expected of the Academy save for additional support events the Institute may implement as extracurricular activities.

4. GENERAL

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4.1 All registration fees, administration fees or any other upfront deposits required are non-refundable.

4.2 The learner's failure to attend classes for whatsoever reason shall in no way entitle him/her to a reduction in fees nor will it absolve him/her or other signatories to this document from full liability for the payment of fees and other charges.

4.3 NEXGEN shall have the right to alter timetables, opening and closing dates of the Academy whenever necessary. The School shall NOT necessarily follow all department school calendars/dates.

4.4 No alteration, cancellation, variation, or addition hereto, shall be of any force or effect unless reduced to writing and signed by the parties to this agreement, or their duly authorized representatives.

4.5 This document together with the Learner Code of Conduct and any other RULES AND REGULATIONS thereto contain the entire agreement between the parties, and neither party shall be bound by undertakings, representations or warranties not recorded herein.

4.6 Neither party may cede or assign their rights or delegate their obligations in terms of this agreement without the prior written approval of the other party, which shall not be unreasonably withheld.

4.7 The Parent(s) hereby choose(s) DOMICILIUM CITANDI ET EXECUTANDI for the purpose under this agreement at the address set forth below, and the Parent(s) shall be entitled by notice to the SCHOOL to change his or her/ their chosen DOMICILIUM provided that the changes shall only become effective 14 days (fourteen) after service of the notice in question.

5. EXTRACURRICULAR ACTIVITIES

Extracurricular activities at our school shall generally include all school activities conducted outside class for or by learners including but not limited to trips, study excursions, sports events and competitions. It is necessary for every child to participate in outside class activities for proper mental development. However, "NO LEARNER MAY PARTICIPATE IN ANY ACTIVITY UNLESS THIS SECTION OF THE FORM IS FULLY COMPLETED AND SIGNED BY THE PARENT/ GUARDIAN".

I _____ [Full Name and Surname], the Parent/Guardian

of _____ (Learner name)

hereby give permission for him/her to participate in the school extracurricular activities.

I hereby indemnify and hold the School, its agents, representatives and educators harmless against any claim or demand arising from the death of or injury to my child or any loss of or damage to property, of what so ever nature and howsoever sustained, including consequential loss, arising from or occasioned by my child's participation in school extracurricular activities.

I also agree that, if in the opinion of the Principal of the School or his delegated deputy an emergency has arisen and medical treatment be deemed necessary for my child, the Principal of the School or his delegated deputy shall have the authority (which is hereby delegated to the extent such delegation may be required) to consent to such medical treatment, including surgical intervention, on my behalf.

I further accept that all precautions will be taken to ensure the safety and welfare of my child and that I will be held responsible for the payment of medical and/or hospital accounts where applicable.

1) Mother's Signature: _____

2) Father's Signature: _____

Signed at _____ on this _____ day of _____ 20

6. DISCIPLINARY MATTERS

All disciplinary matters pertaining to the education and training of the Learners shall vest in the PRINCIPAL of the school, or a person authorized by the PRINCIPAL. Learners and parents shall also be expected to play a role as outlined below:

4.1 RESPONSIBILITIES OF PARENTS WITH RESPECT TO THE CODE OF CONDUCT FOR LEARNERS

The ultimate responsibility for learners' behavior rests with their parents or guardians. It is expected that parents will

4.1 .1. Support the school, and require learners to observe all school rules and regulations and accept responsibility for any misbehavior on their part; and

6.1 .2 Take an active interest in student's schoolwork and make it possible for the student to complete assigned homework.

6.1 .3 Parents have the responsibility towards student to display a positive attitude towards the school, educators, and rules and to encourage student to do the same.

6.1 .4 Parents /Partners /Next of Kin should attend meetings that the management or educators convene for them.

6.1 .5 Parents /Partners /Next of Kin have the right to take legal actions against any educator, learner or person who unlawfully violates the constitutional rights of their children by, e.g., corporal punishment, injury to the Student, etc.

6.1 .6. They should inform school authorities about any problem concerning student or other students in the school.

6.1 .7. Parents/partners /Next of Kin have a responsibility to understand the school code of conduct and work hand in hand with the school to ensure that all the school rules and regulations are observed.

4.2 RESPONSIBILITIES OF LEARNERS WITH RESPECT TO THE CODE OF CONDUCT FOR LEARNERS

Among other school rules and regulations as stipulated in the Students code of conduct, learners shall be charged with the responsibility of observing the following school rules and regulations:

6.2.1 Being prompt and on time for lessons and not leaving early.

6.2.2 Listen to instructions.

6.2.3 Respect own equipment as well as that of other people.

6.2.4 Do not be disruptive, thereby preventing the other pupils from receiving quality education.

6.2.5 Complete all homework and class work assignments to the best of my ability.

6.2.6 Be honest in all my work including tests and in all I say or do.

6.2.7 Avoid rough or dangerous games. No gambling or playing any unlawful games.

6.2.8 Refrain from using unacceptable language.

6.2.9 Respect sports facilities and rules, No smoking on the school premises, grounds or while in school uniform.

6.2.10 Stay away from "out of bounds" areas at all times & not climb over any school fence or walls.

6.2.11 Refrain from throwing any objects or littering.

6.2.12 Do not deface any walls, doors, desks or vandalize school property; do not remove or tamper with anything from classrooms.

6.2.13 Refrain from any form of challenge of an educator's authority whatsoever.

6.2.14 Not tamper with safety equipment.

6.2.15 Do not leave the school or classroom during school hours without the permission of the principal or educator.

6.2.16 Do not bring phones, electronic games, pets or toys or valuables or undesirable reading matter to school

6.2.17 Obey the instructions of prefects or learner representatives.

6.2.18 Not be guilty of any form of rowdiness or loud behavior.

STUDENT PHOTO AND VIDEO CONSENT

I hereby give NEXGEN TRAINING ACADEMY PERMISSION to use any still and or moving image being video footage, photographs and/or frames and/or audio footage depicting my/our MYSELF/MY PARTNER /MY NEXT OF KIN named above, taken by any employee of NEXGEN TRAINING ACADEMY on behalf of NEXGEN for any of the following uses:

i. Advertising, marketing, leaflets or any other use such as for training, educational or publicity purposes. ii. On NEXGEN TRAINING ACADEMY social media handles. On the NEXGEN TRAINING ACADEMY website.

The above consent will apply for an indefinite period

Signed _____

Date / / 20

9. STUDENT AND PARENTS ACKNOWLEDGMENT OF ACADEMY'S POLICIES

I acknowledge that I together with my parent/ guardian/sponsor/partner/next of kin have carefully read, discussed, and understood the Learner's Code of Conduct, Learner Attendance policy, Homework policy, Communication policy, IT (Use of tablet policy) and Anti-Bulling policy that are currently located on the NEXGEN TRAINING ACADEMY website which I can access any time.

I also acknowledge that I will face disciplinary action if I do not follow the expectations outlined in the above documents.

Student Signature _____

Date / / 20

I am aware that the Learner's Code of Conduct, Learner Attendance policy, Homework policy, Communication policy, Parents or Guardian Grievances Procedures, Refund policy, IT (Use of tablet policy) and Anti-Bulling policy are currently located on the NEXGEN TRAINING Academy website which I can access any time.

I acknowledge that I have carefully read and understood each of the abovementioned documents, had enough time to discuss the contents of the documents with my child and that my child will face disciplinary action if he/she does not follow the expectations outlined in these documents.

Parent/Guardian/Sponsor /Partner /Next of kin Signature _____ Date _____

7. UNDERTAKINGS

UNDERTAKINGS

THE PARENT(S) / GUARDIAN(S)/PARTNER; _____ (Names) hereby

- a) Indemnify the ACADEMY, the members of the GOVERNING BODY, the STAFF and OFFICIALS against any injury, harm or any other loss caused to any person by the conduct of the Learners.
- b) Consent to STUDENT participating in School activities, including sport, outings and any other extracurricular activities. The GOVERNING BODY, the STAFF, OFFICIALS and PERSONS ASSISTING THEM are indemnified against ANY claim for INJURY or LOSS sustained by the LEARNERS and/ or the PARENT (s) while the Learner is engaged in such activities, unless the school, member of the governing body, the staff, officials or person assisting them acted without authorization or with malicious intent.
- c) Undertake(s) to comply with the terms and conditions of the ACADEMY'S RULES and the CODE OF CONDUCT as amended from time to time. A copy of such rules is issued to the learners.
- d) Indemnify the Academy its employees and officials from liabilities incurred on account of any injuries to, or illness of the Learners and agrees and consents that the school, or any of its educators may consent to any operation or medical treatment of an URGENT nature for the Learners should such consent be required for medical reasons and should it not be possible for the PARENT(s)/next of kin /partner to be approached immediately, all REASONABLE steps to do so having been taken.
- e) Accept (s) the Constitution, Rules, Dress Code and code of Conduct of the Academy and any amendments thereto from time to time.
- f) Agree(s) to comply with the regulations pertaining to medical inspections as contained in South African Schools Act and any provincial law that may apply.
- g) Agree(s) to have the Learners immunized against all normal infectious and/ or contagious disease and to provide proof upon request.
- h) Agree(s) that student may lawfully be searched for weapons, drugs and may be tested where there is reasonable suspicion of drug use
- i) Agree(s) to notify the academy immediately of any absence or pending absence of the Learners from the school.
- j) Agree(s) to ensure that the Learner is neatly attired in accordance with the ACADEMY'S UNIFORM REGULATIONS and conducts him/herself in accordance with the CODE OF CONDUCT of the school.
- k) Indemnify the school from any liability that may arise due to the learner (s) failure to register for department examinations. On receiving a school calendar, I will diaries all closing dates and ensure that my child is fully registered for the necessary examinations required.

10. BREACH

10. BREACH

10.1 Should the PARENT(S) / Guardian(s) /PARTNER fail to pay any amount in terms of this Agreement on the due date, and in such event.

10.2 Legal action shall be instituted against the parent if other means fail.

10.3 Where a parent/PARTNER /GAURDIAN is not satisfied with the ACADEMY'S procedures, the school's enrolment terms, learners' code of conduct, school disciplinary policy, school refund policy, school uniform policy, school assessment policy, school attendance policy, other relevant policies and procedures shall be invoked as the first terms of reference to resolve the dissatisfaction. Should parent(s) still not feel satisfied, then the principal will grant leave to the dissatisfied parent to escalate the issue to the Department of Education's district or provincial office. Any attempt not to follow this procedure shall constitute breach of the enrolment terms for NEXGEN TRAINING ACADEMY.

Legal address where all official correspondences should be sent if different from the above

Residential Address

Postal Address

_____	_____
_____	_____
_____	_____

NOTE: IF DIVORCED, copies of the section of the DIVORCE AGREEMENT pertaining to schooling must be attached. IF MARRIED, BOTH PARENTS MUST SIGN THIS AGREEMENT.

THUS, DONE and SIGNED by the PARENT(s) /PARTNER /NEXT OF KIN and LEARNER at

on this _____ Day of _____ 20 _____

Signature _____

FATHER and MOTHER/ LEGAL GUARDIAN

Signature _____

LEARNER 1 STUDENT

In the presence of the undersigned witness

Name _____

Name _____

Signature _____

WITNESS

Signature _____

ACADEMY OFFICIAL