



RAINBOW SKILLS TRAINING CENTRE (RSTC)

Excellence Begins Here

PHOTO

LEARNER ENROLMENT CONTRACT FORM

LEARNER'S PERSONAL DETAILS:															
Course applied for: And Level								Previous Highest Grade:							
								Year:							
Surname								Student Ref. No (Official Only):							
Full Names:								Learner's cell No.:							
Initials:				Race:				Home Language:							
Course Admitted into:								Religion:							
Gender:		ID No:					Date of Birth	Y	Y	Y	Y	M	M	D	D
Previous School Name:								Telephone:							
Previous School Address:								Province:							
Passport number (Foreign students only)										Nationality					
Do you have any disability(ies)		Y		N		Please elaborate									
Do you have a medical condition we should be aware of (Elaborate if any;)															

PARENTS' / GUARDIANS' CONTACT DETAILS:													
MOTHER/GUARDIAN							FATHER/GUARDIAN						
Surname							Surname						
Full names							Full Names						
ID Number							ID Number						
Cell Number							Cell Number						
Home Tel							Home Tel						
Work Tel							Work Tel						
Email							Email						
Physical Address													
Emergency contact details		Names					Cell No:						
		Home No:					Work No:						

SECTION A: 1. ADMISSION POLICY & CONDITIONS:

The admission policy of RSTC complies with the requirements of the DHET & Umalusi. The RSTC gives preference to Learners who reside within the NATURAL CATCHMENT AREA of the RSTC. This is the area closest to the RSTC by the way of registered roads or access. *RAINBOW SKILLS TRAINING CENTRE does not discriminate on the basis of race, sex or religion. Students are admitted solely on the basis of availability of space.*

- An applicant/learner must comply with the age compatibility of the grade for which he/she is applying.
- The most recent academic report and transfer cards from previous RSTCs 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 RSTC does NOT imply acceptance into the RSTC.
- Learners and parents must feel comfortable with the basic ethics of the RSTC before registering.
- The RSTC Uniform policy, Learner code of conduct and other regulations are expected to be observed at all times.
- Registration fees, Admin fees & Library fees are non-refundable. Notice to discontinue studies or deregister from RSTC will only be validated with approval of a parent and Principal and must be made a full calendar month before the intended date of terminating studies.

“NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS”:

SECTION B: 1. ENROLLMENT & FEES PAYMENT AGREEMENT

1.1 I/We hereby agree to pay to RAINBOW SKILLS TRAINING CENTRE the determined fees as follows:

PAYMENT FOR	TOTAL AMOUNT	PAYMENT DATE/ PERIOD AGREED UPON
• Registration fees (Non-refundable):	R2000.00	
• Deposit:		
• Admin fees (Non-refundable)	-	
• Tuition fees (Please arrange convenient terms of payment to suit your affordability)		Agreed monthly installment of R _____ To be paid from ____/____/20____ until ____/____/20____
• Others (eg. PoE, Exam, Books, instruments fees etc)	(_____)	

“NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS”:

- 1.2 Subject to the provisions of the South African RSTCs Act, 1996, and any Provincial law that may apply, the Parent (s) hereby undertake(s) that, for as long as the Learner attends RAINBOW SKILLS TRAINING CENTRE, the RSTC fees and / or any other levies as determined by the RSTC shall be payable.
- 1.3 The Parent(s) 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 RSTC fees and/ or levies and interest shall be paid into the RSTC Account and be administered and utilized by the Governing Body of the RSTC at its discretion, but always subject to the provisions of South African RSTCs Act and any Provincial laws that may apply.
- 1.5 If the RSTC institutes legal action for the recovery of any outstanding fees, the Parent(s) agree(s) and undertake(s) to pay all legal costs incurred by the RSTC on the scale as between an Attorney and his own client including interest or commission.
- 1.6 RSTC fees can be paid monthly in advance over an academic year period commencing January with final payment on or before 15th December each year. Quarterly or Cash options are also available.

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

Father/guardian: _____ **ID No.** _____

Mother/guardian: _____ **ID No.** _____

In respect of the education of _____ **(Learner Names) and ID (DOB):** _____

REMOVAL OF LEARNERS FROM THE INSTITUTION:

- 2.1 The PARENT(S) / GUARDIAN(S) shall give the Institution at least ONE month written notice of his/her intention to remove a Learner(s) from the Institution, in which event the Institution shall upon the Learner's departure from the Institution, refund to the PARENT(S) any tuition fees paid in advance for the portion of the year not utilized. Monies paid for other effects such as library fee, uniform, books etc may not be refundable.
- 2.2 If a Learner is removed from the Institution 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 have to be paid. The Institution shall have the right to hand over any outstanding accounts without further notice.

TUITION OF LEARNERS:

- 3.1 The Institution shall provide education in accordance with the curriculum and syllabi determined by the ETQA and Umalusi, but always subject to the requirement of the South African Institution Act.
- 3.2 The parent hereby agrees that no extra tuition shall be expected of the Institution save for additional support events the Institution may implement as extracurricular activities.

GENERAL:

- 4.1 All registration fees, Library 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 RAINBOW SKILLS TRAINING CENTRE shall have the right to alter timetables, opening and closing dates of the Institution whenever necessary. The Institution shall NOT necessarily follow all DHET 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 INSTITUTION 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. EXTRA CURRICULAR EVENTS:

Extracurricular activities at our RSTC shall generally include all RSTC 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 RSTC extracurricular activities.

I hereby indemnify and hold the RSTC, 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 whatsoever nature and howsoever sustained, including consequential loss, arising from or occasioned by my child's participation in RSTC extracurricular activities.

I also agree that, if in the opinion of the Principal of the RSTC or his delegated deputy an emergency has arisen and medical treatment be deemed necessary for my child, the Principal of the RSTC 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 and dated 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 RSTC, or a person authorized by the PRINCIPAL. Learners and parents shall also be expected to play a role as outlined below:

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

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

6.1.1 support the RSTC, and require learners to observe all RSTC rules and regulations and accept responsibility for any misbehaviour on their part; and

6.1.2 take an active interest in their children's RSTC work and make it possible for the children to complete assigned homework.

6.1.3 Parents have the responsibility towards their children to display a positive attitude towards the RSTC, educators and rules and to encourage their children to do the same.

6.1.4 Parents should attend meetings that the Governing Body (SMT) or educators convene for them.

6.1.5 Parents 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 child, etc.

6.1.6 They should inform RSTC authorities about any problem concerning their children or other children in the RSTC.

6.1.7 Parents have a responsibility to understand the RSTC code of conduct and work hand in hand with the RSTC to ensure that all the RSTC rules and regulations are observed.

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

Among other RSTC rules and regulations as stipulated in the Students code of conduct, learners shall be charged with the responsibility of observing the following RSTC 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 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 & not gamble or play any unlawful games

6.2.8 Refrain from using unacceptable language

6.2.9 Respect sports facilities and rules, **Not smoke** on the RSTC premises grounds or while in RSTC uniform

6.2.10 Stay away from 'out of bounds' areas at all times & not climb over any RSTC fence or walls

6.2.11 Refrain from throwing any objects or littering.

6.2.12 Not deface any walls, doors, desks or vandalize RSTC property; do not remove or tamper with anything from class rooms

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 Not leave the RSTC or classroom during RSTC hours without the permission of the principal or educator.

6.2.16 Not bring phones, electronic games, tablets, pets or toys or valuables or undesirable reading matter to RSTC

6.2.17 Obey the instructions of prefects or learner representatives

6.2.18 Not be guilty of any form of rowdiness or loud behaviour

7. UNDERTAKINGS:

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

- a) Indemnify the RSTC, 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 their children participating in RSTC 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 RSTC, 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 RSTC RULES and the CODE OF CONDUCT as amended from time to time. A copy of such rules is issued to the learners and by request to the parent.
- d) Indemnify the RSTC, its employees and officials from liabilities incurred on account of any injuries to, or illness of the Learners and agrees and consents that the RSTC, 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) 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 RSTC 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 RSTCs 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 their children 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 RSTC immediately of any absence or pending absence of the Learners from the RSTC.
- j) Agree(s) to ensure that the Learner is neatly attired in accordance with the RSTC UNIFORM REGULATIONS and conducts him/herself in accordance with the CODE OF CONDUCT of the RSTC.
- k) Indemnify the RSTC from any liability that may arise due to the learner's failure to register for department examinations. On receiving a RSTC calendar, I will diarise all closing dates and ensure that my child is fully registered for the necessary examinations required.

8 BREACH:

- 8.1 Should the PARENT(s) / Guardian(s) fail to pay any amount in terms of this Agreement on the due date, and in such event;
- 8.2 Legal action shall be instituted against the parent if other means fail.
- 8.3 Where a parent is not satisfied with the RSTC's procedures, the RSTC's enrollment terms, learners' code of conduct, RSTC disciplinary policy, RSTC refund policy, RSTC uniform policy, RSTC assessment policy, RSTC 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 (SMT) will grant leave to the dis-satisfied 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 enrollment terms for RAINBOW SKILLS TRAINING CENTRE.

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

Residential Address: _____

Postal Address: _____

Important

- ◆ 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) and LEARNER at _____ on this ____ Day of _____ 20_____.

Signature _____

FATHER and MOTHER/ LEGAL GUARDIAN

Signature _____

LEARNER / STUDENT

In the presence of the undersigned witness

Name & Signature _____

WITNESS

Name & Signature _____

COLLEGE OFFICIAL