 **PARENT – SCHOOL CONTRACT**

**BETWEEN CARMEL SCHOOL (BULAWAYO) (“the school”)**

**And ------------------------------------------------------------------ (“the parent”) for the**

 **(Full name please print)**

 **admission of ------------------------------------------------------ (“the pupil”) to the school**

 **(Full name please print)**

**CONTRACT**

**“Whereas the school was and is constituted to provide a Jewish day school in Bulawayo and shall, in doing so, maintain a Jewish ethos and practice rites and doctrines of the Jewish faith as determined by the Jewish Board and the Zimbabwe Education Act.**

**And whereas the parent, fully aware of the school’s constitution has made an application to the school to have his or her (pupil) admitted at the school.”**

**“Now therefore these present witness that”:-**

**1. The school hereby accepts, and the Parents undertake to place with the**

 **school, the above named child as a pupil with effect from the term**

 **commencing on**

 **……………………………………………………………………….**

**2. The Parent undertakes to pay all fees and other charges which the school shall impose from time to time for each term the pupil remains at the School, and to pay these as when so demanded or required by the school.**

**3. The Parents further undertake to ensure that the Pupil wears the full and correct school uniform and is provided with the books and equipment required for each Grade.**

**4. In the event of the Parent wishing to withdraw the Pupil from the School, he/she shall be obliged to give one full term’s notice by no later than the first day of term, of the intention to withdraw the Pupil from School at the end of that term, provided that notice shall be given in writing or the Parent may pay one full term’s fees and charges in lieu of notice.**

 **“Where a child is withdrawn without notice, the parent hereby accepts and**

 **undertakes to pay the full term’s fees.”**

**5. The Parent shall not be entitled to a refund of any fees or charges for any period the Pupil does not attend the School, from whatever cause arising.**

**6. The school reserves to itself the right to impose any tuition or charges for**

 **any service whatsoever, or to vary the same provided that, if notice is not**

**is not given before the end of the proceeding term the parent shall have the right to withdraw the Pupil from the School at the end of the new term on giving written notice accordingly within 14 days of notification of such imposition, increase or variation.**

**7. The Parent acknowledges that:**

**7.1. He/she and the Pupil are bound by and obliged to abide by all rules,**

**regulations and instructions which the Board of Governors and /or the Head shall make from time to time relating to the School, whether concerning its operations, the conduct of pupils, participation in the activities of the school, the wearing of regulation uniform, or otherwise.**

**7.2. All pupils are required to participate in sport and Physical Education unless a medical certificate is furnished in advance.**

**7.3 Acceptance of the abovementioned child does not obligate the school**

 **to give places to any siblings of the above.**

**7.4. The parent undertakes to inform the school of any**

 **problems that might be affecting the pupils work.**

**7.5. The parent undertakes to ensure that all contact details required by**

 **the school are fully maintained.**

**8. In the event of any emergency arising, whether medical or otherwise, in which it is not possible for effective communication to be established with the parents, the Parents hereby agree that the Head or delegate shall have authority in loco parentis to make any decisions he/she considers necessary.**

 **“The school and/or the head and/or the delegated authority shall not however be held liable, whatsoever for any adverse consequences arising from the exercise of such authority or powers by the head.**

**9. “In the event that the pupil becomes disabled or incapable of continuing**

 **his or her education for the reason that the school has no specialized**

 **teacher or equipment to assist the said child: the parent does hereby agree**

 **that she/he shall, on being so advised by the school head; withdraw or**

 **transfer the said pupil to a specialized institution.**

**10. If it is necessary for the School to institute any proceedings under this contract, the parties agree to accept the Jurisdiction of the Magistrate’s court for the Province of Matabeleland, sitting at Bulawayo, notwithstanding that the action or matter otherwise exceed the jurisdiction of such Court for whatever reason. In such an event the Parent accepts liability for all legal costs, fees and charges, calculated on a Legal Practitioner and Client scale, including any collection commission and interest, and accept as his/her domicilium citandi et executandi the following address:**

**…………………………………………………………………………………**

**(Note: This must be a physical address and not a Post Office Box number)**

**10. The Parent signing below warrants that he/she is the Lawful Guardian of the Pupil and entitled to enter into this Contract.**

**11. All reference to the Head shall include any Acting or Deputy Head.**

**Signed: ………………………………………. on the …….. day of …… month 20…..**

**Signature of Head…………………………………………**

**Signature of Parent……………………………………….**

 **Witness:…………………………………………**

 Amended 2013