



# MARIST BROTHERS LINMEYER

EAST STREET, PO BOX 40, LINMEYER, 2105 † TEL: PRIMARY: 011 435 0646/7/8 HIGH: 011 435 1100/26 † FAX: PRIMARY: 011 435 1708 HIGH: 011 435 5886

## ADMISSIONS POLICY & APPLICATION FORM

Thank you for showing an interest in our school. Please read the Admissions Policy carefully and then complete the application form. The “Conditions, Consent and Indemnity” form must be signed by both parents/legal Parent/Guardians indicating consent to all the conditions laid down. Please note that all forms are to be completed in full, each page to be initialed and all required documents are to accompany the original application. Failure to do so will result in unnecessary delays and the application may not be considered.

Marist Brothers Linmeyer is an independent school established in terms of Section 45 of the South African Schools Act 84 of 1996 read together with Section 29 (3) of the Constitution.

Marist Brothers Linmeyer is a co-educational school based on Catholic ethos and values. The School welcomes all students regardless of race, national or ethnic origin, to all rights, privileges, programmes and activities generally accorded to students at The School subject to the various criteria set out herein.

While The School does not discriminate on religious grounds in terms of admission, it is expected that those students who are enrolled at The School attend various religious activities specific to the Catholic faith that are practised by The School. These include assembly, mass, religious classes and the celebration of the various feast days. However, students of other faiths will not be required to worship during these activities.

Education provided by The School is holistic and does not focus purely on academics. All students are therefore required to participate in at least one extra-mural activity of their choice each term.



### CRITERIA FOR ADMISSION

The Governing Body and School Executive have adopted the following selection criteria:

1. Admission is based on availability of space.
2. For High School admissions, students already attending the Primary School will be placed first, provided that they meet the minimum criteria for admission. Acceptance of a sibling application is not guaranteed.
3. Applicants that have siblings already in attendance at The School, one or both parents who were past pupils of The School and/or who are Catholic may be given preference when being considered for admission.
4. The applicants that meet the minimum criteria will generally be placed on a first come first served basis.
5. Those applications which cannot be accepted due only to lack of availability will be placed on a waiting list in order of date of application.
6. Admission is conditional upon the ability to pay the prescribed school fees, levies and non-refundable enrolment fee. Parents/Guardians who apply for admission of their children will be subject to a credit reference check.
7. The applicant's school fees from their previous school must be paid up in full before any application for admission will be considered.
8. As noted above, successful applicants must undertake to attend morning assemblies, religious education classes, Mass and special feast days.
9. Successful applicants must also agree to adhere to The School's Code of Conduct which is printed in the school diary.
10. Only applications for Grade PR to Grade 10 will be considered.
11. Only those applicants (other than for Grade R and Grade 00) who are six years and older at the time of application or who will be six years old by 30 June of the year of admission will normally be considered. However, applicants who do not meet this criterion may be considered under special circumstances. (This is in accordance with Section 45A of the South African Schools Act of 1996, as amended.)
12. Applicants who are not South African citizens must also provide a valid study permit.





## **ADMISSION PROCEDURE.**

Applicants for admission must comply with the following procedure:

1. The original Application for Admission form must be filled in and forwarded to the Principal with accompanying documents as listed below. An e-mail computer generated confirmation will be sent once the Application for Admission has been received.
2. The Applicant may be requested to attend an interview and to submit a character reference from his/her current Principal.
3. All new students are subjected to an entrance examination or to a school readiness assessment. Students are assessed prior to their year of entry and the date of assessment will be communicated via e-mail/sms prior to the assessment date. Please keep the school informed of any change of address, telephone numbers and email addresses.



### **THE FOLLOWING DOCUMENTS MUST ACCOMPANY THE APPLICATION FORM:**

- Copy of Birth Certificate/ Identity Document.
- Copy of latest school report.
- Copy of Baptism Certificate (Catholics only).
- Character reference in respect of the applicant.



### **ADMISSION MAY BE WITHDRAWN**

A successful application for admission may be suspended or withdrawn by The School at any time after the applicant has been placed, under the following conditions:

1. Where the student is in breach of The School's Code of Conduct and a suspension or expulsion is warranted.
2. Where the person(s) responsible for the payment of school fees and levies are in breach of the fee agreement.
3. Where a continued relationship between The School and the Parent(s)/Guardian(s) is not possible.





# MARIST BROTHERS LINMEYER

## APPLICATION FOR ADMISSION

FOR OFFICE USE	
Application received:	
Date:	_____
Grade:	_____
Application – accepted/rejected	
Date letter sent:	_____
Credit Check:	<input type="checkbox"/>
Accepted:	<input type="checkbox"/>
Rejected:	<input type="checkbox"/>
Deposit Pd:	<input type="checkbox"/>
Report <input type="checkbox"/>	Birth Cert/ID <input type="checkbox"/>
Baptism Cert. Catholics only. <input type="checkbox"/>	

### 1 PROPOSED ENTRANCE DATE

Year: .....

Grade: ..... (Grade R is the year of his/her 6<sup>th</sup> birthday)

### 2 PUPIL'S DETAILS

Surname: .....

First name(s): .....

Identity Number/Birth Certificate No:

Date of birth: (day / month / year)  /  /

Gender: Male  Female

Religion: .....

Home language: .....

Residential address: .....

..... Code:.....

Postal address: .....

..... Code:.....

Name of current / previous school (if applicable): .....

Telephone: ..... Fax: .....

### 3 FAMILY DETAILS

(i) Siblings: Attending The School: Yes  No

Name: ..... Current grade: .....

.....  
.....

(ii) Sibling applications pending Accepted  Wait listed

Name: ..... Gender ..... Year and Grade of proposed admission .....

..... M/F  .....

..... M/F  .....

(iii) Relatives who have attended or are currently attending The School:

Name: ..... Years at The School: ..... Relationship to Applicant: .....

.....  
.....

(iv) Other 'connections' to The School.

.....



**(v) Parent/Legal Parent/Guardian: Father's details:** .....

Title: ..... Full names: ..... Surname: .....  
Nationality: ..... ID/Passport number:

Residential address (domicilium citandi et executandi): ..... Code:.....  
Postal address: ..... Code: .....  
Tel home: ..... Tel work: ..... Cell: .....  
Correspondence E-mail: .....  
Name of Employer: ..... Occupation: .....  
Business postal address: ..... Code: .....

**Marital status:** Single  Married  Separated  Divorced  Re-Married  Widowed

**Other Parent/Legal Parent/Guardian: Mother's details:** .....

Title: ..... Full names: ..... Surname: .....  
Nationality: ..... ID/Passport number:

Residential address (domicilium citandi et executandi): ..... Code:.....  
Postal address: ..... Code: .....  
Tel home: ..... Tel work: ..... Cell: .....  
Correspondence E-mail: .....  
Name of Employer: ..... Occupation: .....  
Business postal address: ..... Code: .....

**(vi) Person responsible for payment of account (if other than persons described in 3(v) above):**

Title: ..... Full names: ..... Surname: .....  
Nationality: ..... ID/Passport number:

Relationship to applicant: .....  
Residential address (domicilium citandi et executandi): ..... Code:.....  
Postal address: ..... Code: .....  
Tel home: ..... Tel work: ..... Cell: .....  
Correspondence E-mail: .....  
Name of Employer: ..... Occupation: .....  
Business postal address: ..... Code: .....

**PRINT NAME:** ..... **SIGNATURE:** .....



**(vii) To be completed if fees are to be paid by a Company:**

Full Legal Name of Company: .....  
For the attention of: ..... Designation: .....  
Physical address (domicilium citandi et executandi): .....  
..... Code:.....  
Postal address: ..... Code: .....  
Tel: ..... Fax: ..... Email: .....

**PRINT NAME OF AUTHORISED PERSON:** .....

**SIGNATURE OF AUTHORISED PERSON:** .....

**4. DETAILS OF NEXT OF KIN OF APPLICANT (OTHER THAN IMMEDIATE FAMILY)**

(i) Full names: .....  
Tel work: ..... Tel home: ..... Cell: .....  
(ii) Full names: .....  
Tel work: ..... Tel home: ..... Cell: .....

**5. MEDICAL AID DETAILS:**

Medical Aid Name: ..... Med Aid Type:.....  
Number: ..... Principal Member:.....  
Doctor: ..... Contact no: .....  
Any medical problems that your child has that we need to be aware of:  
.....  
.....

**CATHOLICS ARE REQUIRED TO COMPLETE THE FOLLOWING:**

Parish: ..... Parish Priest: .....  
Date of Baptism: ..... Place: .....  
Date of First Holy Communion: ..... Place: .....  
Date of Confirmation: ..... Place: .....  
Is applicant's father a Catholic? ..... Is applicant's mother a Catholic? .....



# **STANDARD TERMS AND CONDITIONS OF ADMISSION AND ENROLMENT**

## **(to be completed by the Applicant's Parent or Legal Parent/Guardian)**

### **1 Admission**

The admission and enrolment of the Applicant is at the discretion of the Principals of The School who may refuse admission without giving reasons therefore and may grant temporary or provisional enrolment subject to such further terms and conditions, which he/she may impose.

### **2 Enrolment Fee**

- 2.1 Should this application be successful, a non-refundable enrolment fee determined by the school from time to time is payable.
- 2.2 The enrolment fee is due and payable as stipulated in the acceptance letter from The School confirming the acceptance of the Applicant to The School.
- 2.3 In the event that the Applicant is required to attend an assessment at The School, an assessment fee as determined by The School shall be payable on the date of the assessment.

### **3 Fees**

- 3.1 School fees shall be determined by The School from time to time, and the Parent or legal Guardian of the Applicant ("Parent/Guardian") shall be bound by any such determination. Advance notice of any adjustment will be given to the Parent/Guardian.
- 3.2 All arrears in respect of school fees and any other school charges shall bear interest at the rate of prime plus 2% per annum, compounded monthly. Any changes to the aforesaid rate shall result in the interest charges in terms hereof being altered on the first day of the month following such change.
- 3.3 The Parent/Guardian confirms that a certificate signed by the headmaster/headmistress of The School showing the amount owing by the Parent/Guardian to The School shall be prima facie proof 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 judgement or otherwise), proof of the debt on insolvency or for any other purpose whatsoever. Where the amount of The School's claim is thereafter disputed by the Parent/Guardian, the Parent/Guardian shall bear the onus of proving that such amount is not owing and/ or due and/or payable.

### **4 Undertaking to pay:**

- 4.1 It is hereby agreed that the Parent/Guardian shall be liable for the payment of school fees and additional charges as per the terms of The School, as amended from time to time.
- 4.2 It is understood that, should the Parent/Guardian withdraw the Applicant from The School, one full term's notice or four calendar months' notice, whichever is the shorter, must be given in writing. Failure to give timeous notice will result in fees and levies for such period being payable to The School.
- 4.3 The Parent/Guardian shall ensure that the person and/or entity responsible for the payment of school fees and levies will be bound by The School's fee structure, which is attached hereto.
- 4.4 In the event of a third party taking responsibility for the payment of school fees and additional charges as per the terms of The School, the Parent/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 School of any amounts which are owing and may at any time become owing to The School by the third party from whatever cause arising. This guarantee shall be a continuing guarantee and the Parent/Guardian will only be released in writing by The School who will be obliged to release him in writing in the event of the third party and/or the Parent/Guardian settling the third party's account with The School in full. The Parent/Guardian hereby renounces the benefits of the legal exception "non causa debet", "ordince seu excussionis et divisionis" and "cession of action" with the force and meaning and effect of which he declares himself to be fully acquainted. The Parent/Guardian also acknowledges that any certificate issued in pursuance of clause 3.3 above shall be binding upon him in any action brought against him as surety and co-principal debtor.

### **5 The Parent/Guardian undertakes:**

- 5.1 That the Applicant will be bound by The School's Code of Conduct, should this application be successful;



- 5.2 That, on The School premises and during school excursions and at all times during the term, the headmaster/headmistress or his/her authorised representative, acts in loco parentis and shall have the right, amongst others, where, in his/her or his/her representative's sole discretion it is reasonably necessary to consent on the Parent's/Guardian's behalf to the Applicant being admitted for medical treatment or to undergo an operation including the administration of an anaesthetic. The headmaster/headmistress or his/her representative shall, where it is, in his/her sole opinion possible to do so, consult with the Parent/Guardian before taking such decision; and
- 5.3 To accept the headmaster's/headmistress' right to discipline the Applicant for any breach of The School rules in place from time to time, including the right to suspend and, where, in the opinion of the headmaster/headmistress, should sufficient grounds exist, to expel the Applicant from The School.

## **6 Limitation of Liability and Indemnity**

- 6.1 The School will constantly endeavour to take such steps as may be reasonably required in the circumstance to do what it can to keep the pupil out of harm, and free from loss, taking into account what can be reasonably foreseen and provided for in each case. Subject to the limitations placed on the school's right to exclude liability in terms of Section 103 of the Gauteng School Education Act No 6 of 1995("No contract shall exclude any liability of ..... the owner of a private school ..... or ..... any person employed at any school ..... to any learner or to his or her parent arising out of circumstances relating to the education of the learner concerned"), both Parents jointly and severally indemnify the School, its employees and agents (for whom it may be found to be vicariously liable) against any claim of the pupil in respect of the event in question. .
- 6.2 The Parent/Guardian indemnifies The School and The School's Representatives against all liability for any injury or loss sustained by any person on account of any act or omission by the Applicant and the Parent/Guardian accepts full liability and responsibility for any such act or omission.

## **7 Breach of Terms and Conditions**

In the event of any breach of these terms or The School rules in place from time to time, by the Parent/Guardian or the Applicant, The School shall be entitled to declare the Applicant's admission and enrolment cancelled and to prohibit the Applicant from further attendance at The School, and The School shall be entitled to sue for recovery of all outstanding money due to The School, in which event:

- 7.1 The Parent/Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) shall be liable for the legal costs thereof, on an attorney and own client scale, and
- 7.2 The Parent/Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) party hereby consents 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 Parent/Guardian for the determination of any action or proceedings otherwise beyond the jurisdiction of the said Court. In the event of any action being instituted by The School against the Parent/Guardian for any reason or for any amount due in terms hereof and being successful with such action the Parent/Guardian hereby agrees to pay The School's attorneys' legal fees on an attorney and own client scale including collection commission, tracing fees and the like; and
- 7.3 The Parent/Guardian (in his personal capacity and in his capacity as surety and co-principal debtor) hereby agrees to an emoluments attachment order being issued against his earnings.

## **8 Dispute Resolution**

- 8.1 Any disputes arising from or in connection with these standard terms and conditions, other than failure to pay fees and additional charges, shall first be dealt with in good faith between the School and the Parent/Guardian, who shall meet in an effort to resolve the dispute on amicable terms, within a period of twenty one (21) days from the date the dispute is declared.
- 8.2 In the event that no amicable resolution of the dispute is achieved, either The School or the Parent/Guardian shall, in writing, refer the dispute to be resolved by arbitration, in accordance with the provisions of the arbitration Act 42 of 1965, as amended from time to time.
- 8.3 The hearing of the arbitration shall be held in camera and, save to the extent strictly necessary for the arbitration proceedings related thereto, there shall be no disclosure of any information concerning the arbitration or the award (including the existence of the arbitration and all process, communications, documents, or evidence submitted or made available in connection therewith).
- 8.4 The provisions of this clause shall not preclude any party from approaching the court with the relevant jurisdiction for interim relief.



**9 General**

- 9.1 The remedies stipulated above shall not be exhaustive and shall be in addition and without prejudice to any other or further remedies available in law.
- 9.2 The School shall be entitled to take action for recovery of outstanding monies whether or not the Applicant's enrolment is cancelled.
- 9.3 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.

**I, the undersigned, agree to abide by the above and acknowledge that I have read and understood all of the conditions.**

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

**(Please Print Name)**

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

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

