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Aspeling High School

ENROLMENT CANCELLATION AND TERMINATION CONTRACT

This document forms part of the Enrolment Agreement between Aspeling High School ("the School") and the Parent/Guardian ("the Parent") acting on behalf of the Learner, a minor child enrolled at the School.

1. **PURPOSE** This contract sets out the conditions relating to cancellation of enrolment by the Parent, termination of enrolment by the School, financial responsibilities, refunds, and notice requirements during the academic year.
2. **CONSUMER PROTECTION ACT** This agreement complies with the Consumer Protection Act 68 of 2008. In the school environment, services include teaching, tutoring, academic supervision, assessments and learner support. Goods include study material, printed notes, textbooks, digital content and school learning resources supplied to the learner. The contractual relationship exists between the School and the Parent as the learner is a minor.
3. **BINDING AGREEMENT**
 - 3.1 Acceptance of the learner's enrolment creates a legally binding contract between the School and the Parent.
 - 3.2 The Parent remains liable for all fees regardless of who makes payment on their behalf.
 - 3.3 Enrolment is for the full academic year and does not automatically end if the learner stops attending.
 - 3.4 The learner's placement may not be transferred to another learner.
 - 3.5 The Parent confirms that all admission information supplied is accurate. If incorrect information is provided, the School may cancel enrolment.
4. **CANCELLATION BY THE PARENT**
 - 4.1 Cancellation must be submitted in writing using the official School Withdrawal Form.
 - 4.2 The learner remains enrolled and financially liable until written notice is received.
 - 4.3 The Parent must provide one full academic term (three months) written notice.
 - 4.4 If notice is not provided, fees in lieu of notice will be charged.
 - 4.5 Failure to attend school does not cancel the contract and fees remain payable.
5. **FEES AND REFUNDS**
 - 5.1 The Parent is responsible for all fees due up to the end of the notice period.
 - 5.2 Registration and placement fees are non-refundable.
 - 5.3 Refunds apply only to fees paid in advance and will be calculated after deduction of tuition already provided, administrative costs and learning materials issued.

5.4 No refunds apply for cancellations during Terms 2, 3 or 4 and the Parent remains liable for the notice period fees.

5.5 The School may waive cancellation penalties only in cases of death of the learner, severe medical incapacity supported by medical documentation, or relocation outside the province or country.

6. TERMINATION BY THE SCHOOL

6.1 The School reserves the right to terminate enrolment immediately if the learner endangers others, commits serious misconduct, is involved in violence, drugs, theft or illegal behaviour, repeatedly disrupts learning or brings the School into disrepute. In such cases no refund will be issued and all outstanding fees remain payable.

6.2 The School may terminate enrolment after warnings where there is continuous misconduct, refusal to follow rules, persistent academic non-participation or non-cooperation from the Parent.

6.3 The School may terminate enrolment due to non-payment after reminders and final notice. The learner may be suspended from classes or assessments and the full annual fees remain payable.

6.4 The School may cancel enrolment for operational reasons including programme changes, insufficient learner numbers or regulatory requirements. In such cases unused prepaid fees will be refunded.

7. **FAILURE TO ATTEND** The learner remaining absent, moving to another school, or homeschooling without written cancellation does not terminate this agreement and fees remain payable until formal cancellation is processed.

8. **DEFINITIONS** Learner means the minor child enrolled at the School. Parent means the responsible fee payer. Fees include tuition, resources, assessments and related educational services. Notice Period means one full academic term. Termination means cancellation initiated by the School.

By signing the School Enrolment Agreement, the Parent acknowledges and accepts this Cancellation and Termination Contract.

Approved by: Mr Aspeling and School Governing Body