



Dear King David parent,

We look forward to welcoming your child to Grade 1 or 8 at King David and are delighted that you have chosen to continue your child's educational journey with us.

Please ensure that the application form is completed in full, initialled on each page and signed on the back page by both parents.

The following documents must be included in the application:

1. Copy of student's birth certificate
2. Proof of Jewishness – **even if previously submitted** (Ketubah/Get/SABJE form signed by your Rabbi)
3. Copy of both parents or guardians ID/Passport
4. Proof of residence
5. Proof of payment of joining fee (applicable only to Grade 1 applicants)

Once the application form is complete and you have all the supporting documents, please will you hand in to the school secretary at the school you are applying at.

If you have any questions or queries, please contact the school that you are applying at:

Grade 1 applications

KD Junior Primary School Linksfield – Illona Kuper - kuperi@sabje.co.za

KD Primary Victory Park – Alanda Van Staden - vanstadena@sabje.co.za

KD Primary Sandton – Geordie Nicholls - nichollsg@sabje.co.za

KD Ariel – Belinda Urdang – urdangb@sabje.co.za

Please note that there is a non-refundable joining fee of R2500 for any student joining a King David School in Grade 1

Grade 8 applications

King David High School Linksfield – Debbie Freeman – kdhladmissions@sabje.co.za

King David High School Victory Park - Nirvana Rogers – vpadmissions@sabje.co.za

Please note that there is a non-refundable joining fee of R3500 for any **new** Grade 8 – 12 students joining a King David High School.

Sincerely,

The admissions team



South African Board of Jewish Education ועד החינוך היהודי בדרום אפריקה

Member of the Independent Schools Association of Southern Africa

100 Club Street Linksfield 2192 Johannesburg P.O. Box 46204 Orange Grove 2119

Tel: (011) 480 4700 Fax: (011) 485 1350 E-mail: sabje@sabje.co.za

NPO – Non-Profit Organisation (004–091)

PBO – Public Benefit Organisation (930004086)

3. SIBLINGS AT OUR SCHOOLS

First Name:									m/f		First Name:								m/f	
Current School:											Current School:									
First Name:									m/f		First Name:								m/f	
Current School:											Current School:									

4. PERSON RESPONSIBLE FOR ACCOUNT PAYMENTS

[illegible]

5. PERSONAL DETAILS OF FATHER / GUARDIAN

5.1. Surname:																				
5.2. First Names:																				
5.3. Identity Number:																				
5.4. Religion:																				
5.5. Synagogue where you were married:																				
5.6. Marital Status:	Married		Divorced		Remarried		Widowed		Separated		Single									
5.7. Are you a member of a synagogue?	Yes		No		If yes, where?															
5.8. Did you attend King David?	Yes		No																	
	Linksfield				Victory Park				Sandton											
5.9. Year you matriculated or left school:																				
5.10. Telephone:	Home																			
5.11. Telephone:	Work																			
5.12. Cell Phone:																				
5.13. Business Name:																				
5.14. Type of business:																				
5.15. Position held:																				
5.16. Business Address:																				
5.17. Resident of South Africa:	Yes		No																	
5.18. Fax Number:																				
5.19. E-mail address:																				
5.20. Correspondence to be sent to:																				

Initials

6 PERSONAL DETAILS OF MOTHER / GUARDIAN

6.1. First Names:																				
6.2. Surname:																				
6.3. Maiden Name:																				
6.4. Identity Number:																				
6.5. Religion:																				
6.6. Religion of your mother:																				
6.7. Synagogue where you were married:																				
6.8. Marital Status:	Married		Divorced		Remarried		Widowed		Separated		Single									
6.9. Are you a member of a synagogue?	Yes				No															
6.10. Did you attend King David?	Yes				No															
	Linksfeld				Victory Park				Sandton											
6.11. Year you matriculated or left school:																				
6.12. Postal Address if different from above:																				
6.13. Telephone:	Home																			
6.14. Telephone:	Work																			
6.15. Cell Phone:																				
6.16. Business Name:																				
6.17. Type of business:																				
6.18. Position held:																				
6.19. Business Address:																				
6.20. Resident of South Africa:	Yes				No															
6.21. Fax Number:																				
6.22. E-mail address:																				

7. AGREEMENT AND INDEMNITY

(Both parents, where relevant, are required to sign this form)

- In this Agreement, unless a contrary intention clearly appears words importing:
 - any one gender includes the other two genders;
 - the singular include the plural and vice versa; and
 - natural persons include created entities (corporate or unincorporate) and vice versa;
- Any reference in this Agreement to my child is deemed to apply equally to any child who is under my guardianship or in my custody, in circumstances where I am not the natural parent.
- I the undersigned, fully accept and hereby agree to be bound by –
 - the Constitution of the South African Board of Jewish Education (the "Board" or "SABJE") in force from time to time;
 - the Board's admission policy in force from time to time;
 - the Board's Agreement and Indemnity Policy in force from time to time;
 - the curricula prescribed by the Board and/or any schools under the control of or affiliated to the Board, for my child from time to time;
 - all policies of the Board and/or the King David Schools in force from time to time, including those relating to governance of the Schools by the Board as Orthodox Jewish Day Schools as prescribed in the Constitution of the Board from time to time, with commitment towards and respect for the Jewish religion, its traditions, customs and institutions, as well as the recognition of the centrality of the State of Israel to the Jewish people. The afore-mentioned policies include, but are not limited to, the credit policy, the promotions policy, the IT policy and the bullying policy in force from time to time;
 - the policies and procedures which the Board (and/or individual schools under the control the Board) puts in place from time to time to address grievances;
 - all Codes of Conduct prescribed by the Board and in force from time to time,

each of which is deemed to be incorporated herein and to form an integral part of this Agreement.
- I hereby undertake that whilst my child is a pupil at any school under the control or management of the Board –
 - he will conform to and respect and uphold each of the matters, policies and procedures mentioned in clause 3 above which are in force from time to time;
 - he will adhere strictly to all codes and standards of conduct and behaviour stipulated by the Board from time to time, which codes and standards, I acknowledge are available for inspection and perusal on the Board's website (<http://www.sabje.co.za>) and which I furthermore acknowledge having read and familiarised myself therewith;
 - I will support the Board and the King David Schools in relation to all of the foregoing and encourage my child to do likewise;
 - I too will respect and where appropriate comply with all of the foregoing codes and standards of conduct and behaviour which are in force from time to time. In particular, without detracting from the generality of the foregoing, I undertake to conduct myself in a manner which upholds (and does not in any way undermine or prejudice) the values and ethos which the Board seeks to uphold and, assist in fostering the good reputation of the schools at all times. In this regard I undertake to be courteous and respectful towards all employees and representatives of the Board with whom I engage and not to use abusive language or resort to destructive conduct towards any such employee or representative or in respect of any property belonging to the Board;
 - I will encourage my child in his studies and give appropriate support at home;
 - I will keep SABJE informed of matters that affect my child in relation to his schooling;
 - I will use my best endeavours to attend all relevant school and parent meetings;
 - I am aware of the obligation imposed on all parents to do security duty on specified dates and times and will use my best endeavours to do mine according to the rosters issued from time to time by the school which my child attends.
 - The School also has the right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract. At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.

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5. Without in any way detracting from what is already provided in clause 3 and 4 above, I acknowledge that each of the schools under the control of or affiliated to the Board, determines its own set of rules to apply from time to time with regard to behaviour and that these rules include Codes of Conduct and processes for discipline which are in force from time to time. I acknowledge and agree that all of the foregoing is deemed to be incorporated into this Agreement and to form an integral part of the terms of this Agreement and shall apply to my child's attendance at any school under the control of or affiliated to the Board.
 - 5.1 In particular I agree that in the event of my child being found by any disciplinary committee of SABJE or any of its schools, to be guilty of serious misconduct and/or of conduct justifying expulsion, by reference to and/or in terms of its aforesaid rules and/or Codes of Conduct in force from time to time, SABJE shall be entitled to impose whatever penalties or punishment it considers appropriate in the circumstances, and that shall include the right summarily or on such other terms as it considers appropriate, to terminate this Agreement and require my child to be removed from the school which he attends.
 - 5.2 The provisions of clause 6 below shall apply equally to the right of the Board and/or the school which my child attends to terminate this Agreement in the event of my child being found guilty of serious misconduct and/or of conduct justifying expulsion, save only that if my child is found guilty of any conduct which justifies expulsion, then subject to clause 5.1 above, the cure periods provided for in clause 6 shall not apply. In other words I acknowledge that expulsion may be immediate and without the need for any advance notice to be given to me or my child by the Board or the school which my child attends.
6. I acknowledge that each of the provisions of clause 3 and 4 above are material terms going to the root of this Agreement and that a breach of any such provision which, if remediable, is not remedied within 7 (seven) days of receipt of written notice from the Board specifying the breach and demanding that it be remedied (and if irreducible, no such notice shall be required), will entitle the Board to terminate this Agreement on the expiry of not less than 30 (thirty) days written notice given to me, provided that such notice may take effect only on a date which coincides with the last day of any term. I acknowledge that I shall be entitled to dispute any such termination only if within 7 (seven) days of receipt of the notice of termination, I lodge a written appeal with the then Chairman of the Board explaining the grounds upon which my appeal is based, together with any relevant supporting documentation. I agree that the Chairman will determine the process and time-lines to apply for the adjudication of my appeal and that the decision of the Chairman will be final and binding on me and the Board.
7. I agree to be personally liable and accept joint and several liability with any other person who is and/or becomes liable for such fees, to the Board and each school under the control of the Board which my child attends from time to time, for the due and punctual payment of all fees, subscriptions, levies and other amounts (including any joining or registration fees) which are payable to the Board or the School concerned in respect of my child's attendance at the School (including where appropriate, upon registration of my child for the School), and/or in respect of his participation in or attendance at any extra-curricular activity, including sporting activities, subject to the following –
 - 7.1. the amount of all such fees, subscriptions, levies, their payment method and payment due dates shall be as set out in the fee increase letter, incorporating a fees schedule which is given to all parents at the start of, or prior to the start of, each school year;
 - 7.2. charges for extra goods and services (such as, but not limited to text books, stationery, school tours and extra-curricular activities) that SABJE provides to pupils from time to time will be notified to parents, as far as is reasonably possible, before the extra goods and services are provided, all of which I hereby accept are part of SABJE's standard offerings and that I have specifically requested them and undertake to pay for them on demand, alternatively the charge/s will be added to my school account and shall be paid by the end of each term;
 - 7.3. school fees, subscription fees or levies for each year shall be due and payable by the dates set out in the fee increase letter, incorporating a fees schedule, and must be fully paid by the expiry of the year to which they relate. I acknowledge that I may choose at the beginning of each school year, to pay the school fees either yearly or monthly in advance (or at such other intervals as may be permitted by the relevant fee increase letter). All other amounts shall be payable by no later than the end of the term in which they fall due;
 - 7.4. any increases in fees, subscriptions and/or levies imposed by the Board from time to time, shall be paid as and when such increases take effect, provided that at least one completed term's advance notice shall have been given of any such increase in fees, subscriptions and/or levies;
 - 7.5. payment of all fees, subscriptions and/or levies imposed by the Board from time to time must be paid in the following manner –
 - 7.5.1. if an election is made to pay the school fees portion by the beginning of a school year - by cheque, credit card or by EFT to the credit of SABJE's bank account, by not later than the date given in the school fee increase letter, incorporating a fees schedule;
 - 7.5.2. if an election is made to pay the school fees portion monthly in advance, I hereby authorise SABJE to collect the full fees owing from my bank account, by debit order monthly on the first day of each month, unless such day is a Saturday, Sunday or official public holiday in South Africa, in which event the debit order may be processed on the next succeeding business day. I undertake to furnish the relevant bank account details to be debited in the manner prescribed by the Board from time to time in the relevant school fee increase letter;
 - 7.6. to the extent that I pay the school fees portion by the beginning of a school year, I agree that SABJE may deposit and hold such fees according to the provisions of the Consumer Protection Act. And that SABJE has the right to retain for its benefit all interest and income which accrues thereon and that if SABJE does refund any fees paid in advance for any reason, I shall have no claim whatsoever to such income or interest;
 - 7.7. if any of the aforementioned fees, subscriptions, levies and/or other amounts are not paid by their due date and remain unpaid for more than 10 (ten) business days following the date upon which a written demand is made thereof by the Board or any school involved, then and in such event, until payment of the outstanding fees, subscriptions, levies and/or other amounts owing, is received, the Board or the School, as the case may be, shall be entitled to withhold and not release all report cards and/or results of my child in respect of any tests or examinations and in addition, switch off or terminate, for so long as the default persists, access of my child to the computer system and network of the Board and the Schools under the control of the Board. If default as aforesaid persists for longer than 30 (thirty) days following the date upon which written demand as aforesaid is first made, the Board shall be entitled, without prejudice to its rights under this Agreement, to send a further written notice warning that if any of the aforementioned fees, subscriptions, levies and/or other amounts are not paid within a further period of not less than 30 (thirty) days, then and in such event the Board shall be entitled without any further notice, to terminate this Agreement, provided that such termination may take effect only on a date which coincides with the last day of any term. I acknowledge that I shall be entitled to dispute any such notice of termination only if within 7 (seven) days of receipt of the notice of termination, I lodge a written appeal with the then Chairman of the Board explaining the grounds upon which my appeal is based, together with any relevant supporting documentation. I agree that the Chairman will determine the process and time-lines to apply for the adjudication of my appeal and that the decision of the Chairman will be final and binding on me and the Board;
 - 7.8. I acknowledge that SABJE may allocate each payment which I make from time to time in such manner as it in its discretion deems fit without regard to any unilateral allocation of the payment which I may indicate in writing or orally to SABJE;
 - 7.9. I further acknowledge that if any amount due, owing and payable by me to SABJE, is not paid by its due date, a certificate signed by a duly authorised representative of SABJE certifying any amount owing by me in terms of this Agreement shall be sufficient evidence, without the need for any further explanation on the part of SABJE, of the amount due, owing and payable to SABJE and the date by when the debt is due. Such certificate shall be prima facie proof of the matters therein stated for all purposes, including for the purpose of obtaining default judgment, summary judgment, provisional sentence or any other order of court.
8. My child's enrolment in and attendance at the school shall be conditional on any joining or registration fee, which is payable by me prior to the enrolment of my child, having been paid in full to the Board.
9. If my child has been enrolled for Grade 12, this Agreement will terminate at the end of the stated academic year provided that the total tuition fee and other amounts which may be owing to the Board and school, shall have been paid in full. The termination of this Agreement in any other circumstance where any fees or other amounts owing to the Board and/or the school my child attends are unpaid shall not in any way prejudice the right of the Board to enforce this Agreement and recover such unpaid fees or other amounts.
10. Should my child be expelled from the school, I accept that I will remain responsible for all fees for the whole of the relevant term in which the expulsion takes effect, plus a cancellation fee equivalent to one completed term's school fees (and being the school fees for the term immediately succeeding the term during which the expulsion took effect), provided if the school fees for the succeeding term have not yet been determined at the time the expulsion takes effect, then the fees concerned shall be one quarter of the annual tuition fee for the year in which the expulsion takes effect. For the purpose of this clause 10, the school fees for one completed term shall always be deemed to be equal to one quarter of the annual school fees for the particular year in question. I furthermore agree that I remain responsible for any other amounts which may at the time of the said expulsion, be due and owing to the Board and/or the school my child attends. I acknowledge and agree that the aforesaid fees arising upon expulsion of my child from the school, are fair and reasonable in the circumstances;
11. If my child has been enrolled for any class other than Grade 12, this Agreement will continue automatically from year to year, for each year that my child remains in attendance at any school under the control or management of the Board, subject to the following conditions –
 - 11.1. I understand that the total tuition fee may increase from year to year and that SABJE undertakes to inform me in advance of the new tuition fee for the succeeding academic year, which I irrevocably undertake to pay timeously;
 - 11.2. if this Agreement is cancelled or terminated by any party during the course of an academic year, I will be liable for all school fees for the whole of the relevant term in which the cancellation or termination, as the case may be, is accepted, plus a cancellation fee equivalent to one completed term's school fees and being the school fees for the term immediately succeeding the term during which the cancellation or termination, as the case may be, took effect), provided if the school fees for the succeeding term have not yet been determined at the time the cancellation or termination, as the case may be, takes effect, then the fee concerned shall be one quarter of the annual tuition fee for the year in which the said cancellation or termination takes effect. For the purpose of this clause 11.2, the school fees for one completed term shall always be deemed to be equal to one quarter of the annual school fees for the particular year in question. I furthermore agree that I remain responsible for any other amounts which may at the time of the said cancellation or termination, as the case may be, be due and owing to the Board and/or the school my child attends. I acknowledge and agree that the aforesaid fees arising upon cancellation or termination are fair and reasonable in the circumstances;
 - 11.3. I acknowledge that I am only entitled to cancel this Agreement on the expiry of 1 (one) full term's written notice, in which event I will be liable for the tuition fees provided for in clause 11.2. In circumstances where less than one full term's written notice is given, the Board shall be entitled in its discretion to accept or reject such notice. Any such notice must be given in writing addressed to the Board and delivered to its Head Office (at Linksfield), with a copy to the principal of the school which my child, attends;
 - 11.4. any failure by my child to attend classes will not reduce my liability for the tuition fees for the full academic year, except with the written consent and at the sole discretion of the Board;
 - 11.5. notwithstanding anything to the contrary contained herein, if any payment due by me hereunder, remains unpaid for the period referred to a clause 7.7 and beyond its due date for payment, SABJE shall be entitled to exercise all rights accorded to it under that clause 7.7, as read together with clause 6, without prejudice to any of its other rights under this Agreement or at law;
 - 11.6. subject to SABJE's termination right under clause 6 and clause 13 SABJE shall be entitled at any time to cancel or terminate, as the case may be, this Agreement on the expiry of 30 (thirty) days' notice written notice given to me to that effect, without any obligation on the part of SABJE to refund to me any fees which I may already have paid, and without prejudice to SABJE's right to recover from me, unpaid fees for which I am responsible;
 - 11.7. SABJE shall be entitled to recover from me all legal and other costs which are incurred by SABJE in relation to and in connection with the enforcement of its rights under this Agreement, including, but not by way of limitation, all attorney and own client fees and costs and collection charges and all tracing charges.
12. **The right to privacy:** By signing this contract, I hereby give my consent to SABJE –
 - 12.1. collecting, storing and sharing credit information about myself, the payer (if I'm not the payer of fees and charges under this Agreement) and any divorced or separated parent responsible for paying fees;
 - 12.2. informing any other school or educational institution to which I propose to send my child of any outstanding fees;
 - 12.3. collecting and storing names and contact details about myself and my child;
 - 12.4. sharing the names and contact details about myself and my child with other parents, legal guardians, staff and other people SABJE authorises for school related purposes. SABJE undertakes to share this information only to the extent needed to –
 - 12.4.1. manage relationships between the school, the parents, the legal guardians and the current pupil;

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- 12.4.2. provide references;
- 12.4.3. communicate with the body of former pupils;
- 12.4.4. including photographs, with or without the name of my child, in school publications, press releases, to celebrate any of SABJE's or my child's activities, achievements or successes;
- 12.4.5. supplying information and a reference for my child to any educational institution which I propose my child may attend. SABJE will take care to ensure that all information it supplies is accurate and that any opinion SABJE gives on my child's ability, aptitude and character is fair. I hereby acknowledge that SABJE shall not be responsible for any loss which I or my child may suffer from correct statements of fact SABJE may make or opinions SABJE may reasonably give.
- 12.5 For more detail on the personal information that we process, please refer to our Privacy Policy- which can be found at <https://kingdavid.org.za/wp-content/uploads/2021/07/SABJE-PRIVACY-POLICY-29-June-2021.pdf>

I confirm that my aforesaid consent remains of full force and effect and may be withdrawn by me only on the expiry of 30 (thirty) days written notice given to SABJE

13. **Special Needs:** I acknowledge that SABJE does not have the facilities and resources to provide high quality education to children with special needs and that it is accordingly my duty to inform SABJE in writing, if my child has any special needs. Such special needs may be due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers, or any other medically assessed special need. If in the reasonable opinion of SABJE, it cannot or will not provide adequately for my child's needs, then I acknowledge SABJE's right unilaterally to terminate this Agreement on a date which coincides with the last day of any term, provided that not less than 30 (thirty) days written notice of termination has been given to me.
14. SABJE will monitor my child's progress at school and produce regular written reports. SABJE will inform me if any concerns arise regarding my child's progress. In this regard I acknowledge that SABJE does not have any duty to diagnose any learning disability or other condition my child may have. If SABJE arranges a formal assessment of my child by an appropriate expert, I agree to pay the cost of the formal assessment on demand.
15. I acknowledge that SABJE will endeavour to inform me of the finishing times of all school activities. I accept that I am responsible for my child after the finishing times of any school activity, whether or not they are on the school premises.
16. For the purpose of all proceedings hereunder (including in relation to any dispute which arises with regard to the interpretation or carrying into effect of any of the parties' rights and obligations arising from this Agreement, or the termination or purported termination of this Agreement), SABJE shall be entitled in its sole and absolute discretion, to elect whether to institute such proceedings through any court of competent jurisdiction, alternatively by way of arbitration. SABJE shall be obliged to give me written notice of its aforementioned election.
- 16.1. In circumstances where SABJE elects to institute proceedings through a court of competent jurisdiction, then and in such event and to the extent appropriate, I hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings may be beyond the jurisdiction of such court. In such event, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court under and in terms of section 45 of the Magistrate's Court Act. Nothing however shall preclude SABJE instituting proceedings which fall within its jurisdiction, in the High Court of South Africa.
- 16.2. In the event that SABJE elects to institute proceedings by way of arbitration, then and in such event I hereby consent to the proceedings being conducted and administered by the Arbitration Foundation of Southern Africa, or any successor thereto ("AFSA") under the Rules of AFSA in force from time to time, subject to the following—
- 16.2.1. the provisions of this clause 16.2 shall not preclude SABJE from obtaining interim relief on an urgent basis from any court of competent jurisdiction, pending the decision of the arbitrator;
- 16.2.2. the parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA, should either party by written notice given to the other, require that the arbitration be held on an urgent basis;
- 16.2.3. the arbitrator shall be appointed by Agreement between the parties and failing Agreement within 10 days after SABJE has given written notice of its election to proceed by way of arbitration, the arbitrator shall be nominated at the election of SABJE, by AFSA in accordance with AFSA's rules;
- 16.2.4. the decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of court at the instance of any party to the arbitration;
- 16.2.5. the parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, strictly confidential and not to disclose it to anyone except for the purpose of the award of the arbitrator being made an order of court and disclosure required in terms of any law or by any order of a court or tribunal of competent jurisdiction.
17. **'In Loco Parentis':** At all times during each of the school terms, I hereby authorise the Principal (or his appointed deputy, or any other member of the school's staff) to act "in loco parentis" including granting consent for medical treatment, operations and anaesthetics. The exact interpretation of this phrase in any emergency must be at the discretion of the Principal (or his appointed deputy or the relevant member of the school's staff), who will consult the parents where, in his opinion, this is possible, taking into account all relevant circumstances.
18. **Care for my child and indemnity:**
- 18.1. For so long as my child is at school or on any school premises either during school hours and at other times when my child has permission to be on school premises or is being conveyed or transported at any time in relation to school activities, SABJE undertakes to exercise reasonable care for his well-being.
- 18.2. Unless SABJE receives in advance my written notice duly signed by me, withholding my consent, I hereby irrevocably consent to my child—
- 18.2.1. taking part in supervised school activities, which activities may include contact sports and sports or activities with some risk of physical injury;
- 18.2.2. travelling to supervised school activities (including but not limited to outings / Shabbatons) that take place outside of school premises or on the premises of other schools controlled and/or managed by the Board.
- 18.3. In respect of all of the events referred to or contemplated in clause 18.1 or 18.2, in the absence of deliberate wrongdoing or wilful default on the part of SABJE, I confirm that I will not hold SABJE nor any of the schools nor any individual employee of the school, responsible for any injury or death, loss or damage that results from my child taking part in any of the foregoing activities, all of which I concede are undertaken at my child's own risk. In such event I hereby accept full legal responsibility for any claims for injury or death, loss or damage that might result from my child taking part in any of the foregoing activities and hereby indemnify the aforementioned persons accordingly. Likewise, should I become liable to pay medical or other expenses to any third party as a result of any bodily injury or death suffered by my child, I understand that I shall have no claim against the Board or any individual staff member or employee of the school (and/or any parent who may be acting on behalf of the school) for the recovery of such expenses and I hereby waive any such claim which I may have. This indemnity shall also apply to my child's involvement in any extra-mural activities, whether on or off the school premises.
- 18.4. I acknowledge that in circumstances where the Board is for whatsoever reason liable under this clause 18, the aggregate liability of the Board in respect of all claims of whatsoever nature under this clause 18 shall be limited to and may not exceed the amount of the insurance cover which is paid to the Board in settlement of the claim which the Board submits to its insurers for the incident concerned. Under no circumstances may the Board be held liable for any indirect, special or consequential loss or damage.
19. **Insurance and loss or damage of property:**
- 19.1. I acknowledge that me and my child are responsible for taking care of our property, and that it is my responsibility as parent/guardian to ensure that -
- 19.1.1. my child is adequately insured against personal injury and related risks;
- 19.1.2. all our property (including school clothing, sports equipment, books, bags, cell phones, computer equipment and other personal possessions), is adequately insured against loss and damage.
- 19.2. Under no circumstances does SABJE or any school under its control and/or management (in the absence of deliberate wrongdoing or wilful default on the part of SABJE), accept responsibility for any such injury to person or loss and/or damage of any such property and I accordingly hereby waive and abandon any claim of whatsoever nature which I may otherwise have had against SABJE and any of its schools for any such injury, loss and/or damage.
20. No amendment or agreed cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by SABJE and me.
21. SABJE is not bound by any warranty, representation, promise, term or condition not stipulated herein express or implied.
22. SABJE is entitled to cede all or any of its rights to fees and other income, under this Agreement, to any person whatsoever without having to notify me first and I hereby irrevocably consent to the splitting of such claim.
23. No indulgence or latitude by or failure on the part of SABJE to enforce any of the terms of this Agreement shall constitute a waiver of any of its rights, which shall not thereby be precluded from exercising any of its rights against myself which may have arisen in the past or which may arise in the future.
24. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it had never been written (pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
25. All notices and letters of demand sent to me by prepaid registered post at the address chosen in Part 32 below or sent by e-mail to my e-mail address in Part 5.19 or 6.22 above or handed to my child, shall be deemed to have been received by me in the case of posting, on the 5th (fifth) business day after posting, in the case of e-mail, on the date of despatch of the e-mail, and in the case of delivery to my child, on the date of delivery, as the case may be.
26. I choose as my domicilium citandi et executandi for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to me, the address/es which are referred to in clause 25 above.
27. I accept that it is a requirement of the Johannesburg Beth Din that participants in ceremonies organised by the Board in Orthodox Synagogues must be Jewish according to the Halacha.
28. If this application is for admission to Minnie Bersohn, I acknowledge and agree that—
- 28.1. Minnie Bersohn is an affiliated institution of the Board;
- 28.2. admission criteria for Minnie Bersohn are governed and determined by the Committee holding office from time to time of Beth Hamedrash Hagadol, Sandton ("Sandton Shul"), in consultation with the Board and Minnie Bersohn;
- 28.3. in terms of an agreement between the Board, Minnie Bersohn and Sandton Shul, the Board is responsible for the management and control of Minnie Bersohn and the said agreement regulates such management and control. To the extent that any of the terms of that agreement conflict with any of the terms set out above, the terms of the agreement with Minnie Bersohn shall prevail; and

Initials

28.4. all references in this Agreement to any school under the control of SABJE shall be deemed to include a reference to Minnie Bersohn.

29. I declare that all the information contained in this form is true, correct and accurate in every respect.

30. Without in any way detracting from my undertakings in clause 3.6 above, I agree to be bound by the Board's credit policy in force from time to time.

31. **Credit Information:** I hereby irrevocably authorise the Board and its duly authorised representatives, in any of the circumstances described below, to make whatever enquiries the Board, in the exercise of its sole discretion, considers necessary or requisite, to any bank or credit bureaux, regarding the state of any of my accounts and to ascertain any information regarding my bank and/or other accounts, subject to the provisions set out hereunder:

31.1. Information that is supplied to SABJE in terms of or pursuant to this application for admission may be sent to any credit bureau if I fail or neglect to pay any one or more instalment timeously.

31.2. In processing this admission application or assessing any credit terms, SABJE shall have the right to obtain information from any credit bureaux for the following purposes:-

- to assess my level of indebtedness and debt repayment history as required by the National Credit Act ("NCA"); and/or
- assess risk; and/or
- validate and verify the information which I provide to SABJE including my identity and the identity of my spouse, partner or other directors/partners; and/or
- undertake checks for the prevention and detection of fraud and/or money laundering; and/or
- SABJE may use scoring methods to assess this application;
- any or all of these processes may be automated.

31.3. Account management: if I fail or neglect to pay any one or more instalment timeously -

- SABJE shall have the right to supply information to any credit bureau about how I conduct my account - after SABJE has given me 20 (twenty) business days' notice of its intention to provide this information to any bureaux;
- SABJE may make periodic searches of credit bureaux information in respect of my personal accounts, and if relevant, the personal accounts of my spouse and/or any other person with whom I share income and/or mutually bear obligations, for the purpose of managing my account with SABJE, and to take decisions regarding affordability and/or the risks involved in offering me any extended payment terms;
- SABJE shall have the right to check trade references regarding my personal accounts, and if relevant, the personal accounts of my spouse and/or any other person with whom I share income and/or mutually bear obligations. If I am also a director, member, shareholder or partner in a small business or operate as a sole proprietor or in a partnership, SABJE may also check on my business accounts;
- SABJE shall have the right, if necessary, to trace my whereabouts using credit bureaux information and recover payment;
- SABJE shall have the right, to supply trade references to any credit bureaux.

31.4. If I fail or neglect to pay any one or more instalment timeously, my data held by any credit bureaux may be used for any of the following purposes according to the NCA -

- to do an affordability assessment when I make any application for admission in the future for any child;
- to do an assessment of my prosperity to pay school fees and any other charges raised by the Board or the relevant school;
- to do a general credit assessment;
- an investigation into fraud, corruption or theft by the SAPS or other statutory enforcement agency;
- fraud detection and fraud prevention services;
- assessing an application for insurance;
- verifying qualifications and employment;
- considering an application for employment in a position that requires trust and honesty and entails the handling of cash or finances;
- obtaining information for distributing unclaimed funds, including pension funds and insurance claims;
- tracing by a credit provider in respect of a credit agreement, with my consent;
- for developing credit scoring models;
- for statistical analysis and system evaluations;
- additional uses of data - may vary from person to person.

31.5. In addition to the above, any credit bureaux may report or release my credit and other information to third parties, for any of the purposes listed above provided for in the NCA, and to assist parties in risk management in general and in making decisions on credit.

32. Dated this _____ day of _____ 20____
at _____

SIGNED: _____
(FATHER/GUARDIAN)

PRINT NAME: _____
Domicilium citandi et executandi: (Physical Address in R.S.A.)

Dated this _____ day of _____ 20____
at _____

SIGNED: _____
(MOTHER/GUARDIAN)

PRINT NAME: _____
Domicilium citandi et executandi: (Physical Address in R.S.A.)

Third Party Undertaking

I.D. Number

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I.D. Number

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I _____ hereby agree that I shall be jointly and severally liable to make payment of all fees, expenses, levies and costs which are owed to the school and SABJE, from time to time, in respect of the child to whom this application relates and the provisions of this Agreement shall apply in all respects to me, mutatis mutandis.

Dated this _____ day of _____ 20____ at _____

SIGNED: _____
(THIRD PARTY)

PRINT NAME: _____
Domicilium citandi et executandi: (Physical Address in R.S.A.)

I.D. Number

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Office use only

The following sections are to be completed before admission is confirmed

	Principal	Financial Department
Acceptance signature and date		
Commencement date		
Comments		

Proof of Jewishness

In line with the admission policy of the South African Board of Jewish Education, preference is given to Jewish children upon admission to the King David controlled schools. Jewish for the purpose of such admissions policy is defined in broad terms to include a child born to a Jewish mother be she Orthodox or Reform, born Jewish or converted to Judaism, or a child converted to Judaism be it Orthodox or Reform. Proof of the above is necessary for acceptance of an admissions form.

In the case of a non-Jewish child (both parents not being Jewish or only the father being Jewish) applying for a place in one of the King David schools, such parents are required to meet with the General Director of the South African Board of Jewish Education prior to a school receiving the application form.

Please Note: You need to submit your proof of Jewishness even if submitted previously. This form only needs to be completed if you do not send any of the other documents listed in bold in the box below.

Date: _____

First Name of Pupil: _____ Surname: _____

Date of Birth: _____ Hebrew Name: _____

Father's Hebrew Name: _____ Cohen ☐ Levi ☐ Yisroel ☐

Mother's Hebrew Name: _____

The following section must be completed by your community Rabbi. Should you not be a member of a community you may use any of the following as a proof of Judaism when filling in the form below:

- **A Ketubah – Marriage document**
- **A Get – A Divorce document**
- **A marriage certificate clearly signed by a Rabbi as the marriage officer.**
- **A letter of proof from a Beth Din.**
- **Conversion document – as proof of completion of conversion process for mother/children.**

I hereby declare that the pupil above is Jewish. I base this on the following:

1. The pupil's mother is Jewish by birth and confirmed by marriage in an Orthodox / Reform Shul.
 Name of Shul _____ Date: _____ Copy of Ketuba: _____
2. The pupil's mother is Jewish by conversion and confirmed by the Beth Din
 Beth Din _____ Date: _____
 Confirmed by the Beth Din of: _____
3. The pupil is Jewish by conversion and confirmed by the Beth Din. (also to be used in case of adoption).
 Beth Din: _____ Date: _____
 Confirmed by the Beth Din of: _____
4. If in the process of conversion – attach letter from Beth Din: _____

CERTIFIED TO BE CORRECT

Signed in: _____ Date: _____

Full name of person certifying above: _____ Tel: _____

Signature of person certifying above: _____

Capacity of person signing: _____