

Parent Contract

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Parent Contract

Contract

between

St John's College ("the school")

and

Parent/Guardian

1. INTRODUCTION

This Parent Contract governs the relationship between:

- 1.1 Parent/Guardian and the School.
- 1.2 Your child and the School.

The Parent Contract is made up of:

- 1.3 The terms and conditions set out in clauses 3 to 12.
- 1.4 The Policies which are incorporated into this Parent Contract by reference.

The Contract deals with matters that may:

- 1.5 Create legal responsibility and/or liability for you.
- 1.6 Serve as an acknowledgement, by you, of a fact.
- 1.7 This Parent Contract is for the duration of your Child's enrolment at the School. The School is likely during your Child's enrolment to implement changes from time to time in terms of the Codes of Conduct, Policies, and disciplinary framework. Fees can be reviewed at any time. You will be given at least three months' notice of any change in Policy that would have a material effect on your Child's education or pastoral care.



2. DEFINITIONS

In this Parent Contract, the words:

- 2.1 'We', 'Our', 'College', and 'School' refer to St John's College, a member of ATS, ISASA, IBSC, and an accredited CIE Center established in 1986 in accordance of the laws of Zimbabwe. It should be recognised that the College is founded on Christian principles and functions according to Christian values.
- 2.2 'SJET' means St John's Educational Trust.
- 2.3 'You', 'I' and 'your' refer, as the context requires, to the Parent, both parents or legal guardians of the Child enrolled at the School.
- 2.4 "Child" means the Child enrolled at the School, whose details appear herein, for whom the Parent/Guardian is legally and morally responsible.

Terms and Conditions

3. CODES OF CONDUCT AND SCHOOL POLICIES

- 3.1 The student and parent/guardian will be bound by all rules and requirements as laid down by the College from time to time in academic and extracurricular activities. Parents and/or guardians accept that the College expressly requires full participation in all academic, sporting, and cultural programmes.
- 3.2 Both the student and parent/guardian will be conversant with and compliant with the St John's College Student Code of Conduct, SJET Safeguarding Policy, SJET Drug Testing Policy, Social Media Policy, and SJET Parent Code of Conduct, as amended from time to time. The parent agrees that in the event of contravention of any of the clauses, terms and conditions in these documents, the ramifications as stated in these documents are binding.
- 3.3 In line with the SJET Drug Testing Policy, I authorise the St John's Medical Department or any other designated responsible medical authority to carry out targeted non-intrusive testing (i.e. urine sampling, breathalyser, etc) for alcohol, illicit drugs and/or banned substances on my son/daughter, whenever the Management deems it necessary in other words at any age and at any time when present on school grounds. I understand that this authorisation shall remain in effect for the entire time that my son/daughter is at St John's College.



4. FEES

- 4.1 Fees in respect of tuition/ levies/deposits/admission/boarding fees/extras, will be as determined by the Board of Governors from time to time.
- 4.2 If fees remain unpaid after the due date without specific written agreement as to terms of settlement signed by the parent/guardian and on behalf of the College, the Headmaster may exclude the student from attending classes and co-curricular activities until the outstanding fees are paid.
- 4.3 Any such exclusion shall not exempt the parent/guardian from liability for the full payment of outstanding fees. Exclusion on these grounds is not a disciplinary matter and the right to appeal to the School will not arise. The School may also withhold permissible information, privileges or property while Fees are unpaid. A pupil who has been excluded at any time when Fees are unpaid will be deemed to have been withdrawn from the School without notice, with effect from the 30th day after exclusion. A Term's Fees in lieu of notice will then be payable in accordance with the provisions about notice in this Contract.
- 4.4 I understand and accept that subject to any written waiver providing for terms of outstanding fees settlement which St John's College may grant at its discretion, the continued provision of educational services to the student will be entirely conditional on payment of all the requisite fees and levies when due
- 4.5 In respect of any amount of fees due and payable to St John's College which is not paid by the due date, which is handed over to attorneys for collection, I hereby undertake to pay all interest and legal costs on an attorney/client scale and collection commission incurred in the recovery of such debt. I further submit and hereby consent to the jurisdiction of the Magistrates' Court of Harare, even though the amounts due and owing may exceed the jurisdiction of such court.
- 4.6 I understand and accept that a non-refundable Admission Fee, as detailed in the Offer Letter, must be paid upon submission of this Contract.
- 4.7 If your Child is withdrawn, expelled or suspended, fees for the Term in which your child is expelled shall become immediately due, owing and payable without notice. Fees paid in advance for the next Term or Terms after expulsion or withdrawal will be refunded after all amounts due to the School have been settled, by set-off or otherwise. All Fees remain owing and payable during any suspension of your Child.
- 4.8 If your Child has been awarded a scholarship/bursary/discount, your liability will be for the amount of the Fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Headmaster, your Child's



- attendance, progress or behaviour no longer merits the continuation of the award.
- 4.9 A scholarship/bursary/discount may be withdrawn or reversed, and the total amount awarded by St John's College will become repayable in full at the sole discretion of the Headmaster in the following circumstances:
 - 4.9.1 This Contract is terminated or cancelled, or your child is suspended or there is an adverse finding against your Child following a disciplinary process, or
 - 4.9.2 The Child leaves to go to another school before completing Form 4.

5. DISPUTES

- 5.1 Parents and/or guardians agree to accept the decision of the Headmaster in all matters relating to College organisation and discipline and that such decisions shall be final. These matters include the conduct of pupils generally, including, in particular, matters provided for in the Code of Conduct, as well as all disciplinary matters, suspensions or exclusions, and matters pertaining to clauses in any of the SJET Safeguarding Policy, SJET Drug Testing Policy, Social Media Policy, and SJET Parent Code of Conduct, as amended from time to time
- 5.2 Complaints/grievances raised by parents/guardians against teachers/members of staff shall be dealt with as follows:
 - 5.2.1 Any complaint/grievance raised by a parent and/or guardian against a teacher must first be communicated to the teacher concerned for address. Parents and/or guardians must then arrange a formal or informal meeting with the Deputy Headmaster and with the teacher present to address the complaint/grievance.
 - 5.2.2 If the Deputy Headmaster fails to resolve the complaint/grievance to the satisfaction of the parent/guardian, the parent/guardian concerned, or the Deputy Head, must then arrange a formal meeting with the school Headmaster to discuss the complaint/grievance further.
 - 5.2.3 Thereafter, the Headmaster's decision on the complaint/grievance is final.
 - 5.2.4 Any deviation from this teacher grievance procedure may result in a parent being excluded from school grounds or any other sanction that the Headmaster may deem fit being imposed, including termination of this contract.



5.2.5 Should the Headmaster be notified or become aware of any substantiated threats or abuse against a teacher or member of staff by a parent, then the Headmaster may take appropriate action as he deems fit, including termination of this contract..

6. GENERAL

- 6.1 Parents/guardians accept that certain sporting and other functions may require compulsory attendance and that such activities take precedence over home activities.
- 6.2 Parents/guardians accept an offer of placement and enrolment into the Prep does not entitle placement of a younger or older sibling into the Prep, St John's Early Childhood Development Centre (ECD) or St John's College.
- 6.3 Acceptance into the Prep does not guarantee automatic entrance into St John's College.
- 6.4 Parents/guardians accept that attendance at Form 1 Camp and Lower 6 Leadership Camp is mandatory and non-negotiable. Non-attendance of either camp will carry severe repercussions in terms of all opportunities for leadership positions and may even result in exclusion of the student concerned from 6th Form or Form 1.
- 6.5 Parents/guardians agree that if a student is representing the school at a sporting/cultural match or on tour, and using school transport, he/she should not use any other means of conveyance without a written request from the parents/guardians to the staff member in charge of the activity.
- 6.6 Parents/guardians accept that compliance with certain disciplinary measures such as detention or manual labour takes precedence over other commitments.
- 6.7 I hereby give St John's College, its employees and agents, the absolute and irrevocable right and permission to take, use and publish visual/audio images of my son/daughter at school or participating in school activities for any purpose whatsoever and to use his/her name in connection therewith for a variety of purposes which may include teaching, marketing, promotion, the school magazine etc. St John's College will not allow the material to be included in video or other publications produced by any organisation which is not part of the school.
- 6.8 Parents/guardians accept that no pupil is permitted to leave the campus during normal school hours without permission from the Senior Master, a Deputy Head, or the Headmaster.



- 6.9 Parents/guardians accept that permission for absence during the College term (other than for illness) must be obtained from the respective section Academic Heads (Form 1 & 2, Form 3 & 4, 6th Form) in the first instance. Such permission is not normally granted for the facilitation of holiday arrangements.
- 6.10 Parents/guardians accept that absence due to illness should be supported by a formal letter addressed to the Headmaster.
- 6.11 If a student loses or damages a textbook, that student will be required to pay for a replacement book at the respective cost at the time of replacement.
- 6.12 You and your Child are responsible for taking care of your Child's property. You accept that the School is not responsible for the loss, theft, damage or destruction of any property your Child brings onto the School premises. This includes School clothing, sports equipment, musical instruments, books, bags, smartphones, mobile phones, headphones, tablets, games, consoles or any personal possessions. We are responsible for such property only if we or our staff take physical possession of it and the loss, theft, damage or destruction happens because we or our staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for taking care of property belonging to another person, when handling, safe-guarding or using the property.
- 6.13 I further understand and accept that St John's College is a private institution, and thus the obligations created by Section 75(1) of the Constitution of Zimbabwe, in respect of the right to education, do not apply to this agreement.
- 6.14 The school shall not be held liable for any medical expenses or fees incurred as a result of illness, injury, accident, or any other health-related incident involving your Child while on school premises or participating in school related activities, whether on or off campus. The full financial responsibility for any such medical costs lies solely with the Parent/guardian. To safeguard your Child's well-being and to ensure access to timely and appropriate care, the school strongly recommends that the Parent/guardian secure comprehensive medical aid or insurance coverage. This should ideally include emergency treatment, hospitalisation, surgical procedures, specialist care, and prescribed medication.

6.15 Changes

- 6.15.1 We have the right to change the terms and conditions of this Contract from time to time for legal, safety or other valid reasons or to ensure the proper delivery of education at the School.
- 6.15.2 The School will give you at least three calendar months' written notice of any material changes to this Contract.



- 6.15.3 You have a right to cancel this Contract if the changes to the terms and conditions are not acceptable to you. If you do cancel this Contract for this reason, you will not lose any Fees you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven days of receiving the notice of change.
- 6.15.4 If you cancel on this basis, you must either give a full Term's written notice or pay a full Term's Fees in lieu of notice.
- 6.15.5 If you do not cancel within seven days of receiving any notice of change, you will be deemed to have accepted the changes to the Contract.

7. NOTICE

- 7.1 One full Term's written advance notice is required when a parent/guardian withdraws a student from the College. For example, if it is intended that the student does not return for the first term of the academic year, notice should be given on the first day of the previous third term and so on. Failure to do so will render you liable for fees for the term following.
- 7.2 An application should be made to enroll in 6th Form for continued studies. It should not be assumed that qualification post-IGCSE studies is automatic. Progression is subject to the Headmaster's discretion, acceptable academic progress, and acceptable conduct by both parent/guardian and child, and all fees payable under this contract have been paid timeously and in full. If a student is not progressing, the school authorities will give notice to the parents, by the start of the 3rd Term of Form 4. In the event that a parent wishes to withdraw their son post IGCSE, a term's notice does not apply, but parents are required to notify the school authorities of their intention in writing before the final day of the 3rd Term.
- 7.3 It should not be assumed that progression into Form 3 post-Checkpoint is automatic. Progression is subject to the Headmaster's discretion, acceptable academic progress, and acceptable conduct by both parent/guardian and child, and all fees payable under this contract have been paid timeously and in full. If a student is not progressing, the school authorities will give notice to the parents, by the start of the 3rd Term of Form 2.



8. CONTRACT TERMINATION

8.1 **Automatic Termination**

This Contract ends when your Child completes Form 4 (IGCSE) and Upper 6 (A Level), and all Fees, penalties, interest and extras have been paid in full.

8.2 Parent/Guardian Termination

You have the right to cancel this Contract at any time. To cancel, you must give us a full Term's notice in writing of your intention to do so. If you do not give us a full Term's notice before you withdraw your Child from the School, then you must pay a full Term's Fees in lieu of notice. You must pay this amount on the first day of the Term which would have been the final Term if you had given proper notice. If you chose to pay Fees yearly or if you have paid any extra costs in advance, we will credit those amounts to your account and refund the balance to you. If you choose to pay Fees yearly or if you have paid any extra costs in advance, we will credit those amounts to your account and refund the balance to you.

8.3 **School Termination**

If **you or your** Child commits a material breach of this Contract, then we have the right to:

- 8.3.1 Terminate the Contract immediately.
- 8.3.2 Ask you to remove your Child immediately from the School.
- 8.3.3 Subject to clause 3.1, the School can terminate the Contract immediately on written notice if conditions set out during the probationary period are breached.
- 8.3.4 Keep all amounts you have paid in advance for the term.
- 8.3.5 Claim additional amounts from you, including an amount for damages. The damages will be deemed to be equal to a Term's Fees at the time of cancellation.

A material breach is considered to exist where you or your Child:

- 8.3.6 Breaches or fails to uphold the College's Codes of Conduct or Policies.
- 8.3.7 Fails to pay any Fees by their due date.
- 8.3.8 Become seriously and unreasonably uncooperative with the School or in the opinion of the Headmaster, you or your Child's behaviour negatively affects your Child's or other pupils' progress and well-being at the School, the well-being of School staff, or is fundamentally incompatible with the School's ethos or brings the School or the School staff into disrepute.



9. INDEMNITY

- 9.1 I hereby indemnify and agree to keep indemnified St John's College, the St John's Educational Trust and employees or agents of the College or the Trust and hold them harmless against all and any loss, damage, expense, or cost from any cause arising which I or my child may sustain during the period for which the student is enrolled at St John's College.
- 9.2 In addition, I acknowledge that I may be required to submit additional indemnity forms to the School in respect of specific camps, excursions or activities arranged by the School from time to time. Notwithstanding the requirement of the School for a specific indemnity in respect of each such excursion or activity, as a precondition for my Child's participation in such excursion or activity, I nonetheless indemnify the School and hold it harmless against any loss, damage, injury or death that may result from my Child taking part in these camps, excursions or activities in the absence of a specific indemnity.

10. IN LOCO PARENTIS

In the event of any emergency arising, medical or otherwise, in which it is not reasonably possible, in the opinion of the Headmaster, Acting Head, Deputy Heads or any other member of the academic or administrative staff, for effective communication to be established with the parent/guardian, such member of staff shall have authority in loco parentis to make and to cause to be carried out any medical or welfare decision he/she considers necessary in the interests of the safety, health and welfare of the student and/or of the College and/or of the rest of the pupils.

Where it is deemed necessary to counsel a pupil, I, as the parent/guardian, accept that this can be carried out by a member of Staff who has been appointed to carry out this task. I accept that I may not necessarily be informed of such counselling immediately but that I may be made aware of it in due course. Counselling will take place when it is believed to be in the best interest of the pupil and when it is considered beneficial and necessary for his/her ongoing welfare as expounded on in the SJET Safeguarding policy document.



11. DECLARATION

I/we, the parent(s)/guardian(s) of(Child)						
whose date of birth is						
the above-named student to St John's College in Form in the term						
of 20 subject to the terms and conditions of this contract.						
I/we, the undersigned, have read and considered the above terms and conditions of acceptance, and all Policies of the School and understand and accept that the same create a binding agreement between myself and St John's College and that by my/our signature(s), I/we indicate that I/we agree with and am/we are bound by such terms and conditions.						
Name of Parent/Guardian:						
Signature of Parent/Guardian:						
Name of Parent/Guardian:						
Signature of Parent/Guardian:						
Date:						
FOR OFFICIAL USE ONLY						
Receipt No:						
Account No:		OFFICIAL HN'S COLLEGE STAMP:				

