

# Pestalozzi Trust (IT6377/98)

the legal defence fund for home and community-based education

## Membership application - Legal Defence Fund for Home and Community-Based Education

**EVERY** question must be answered **IN FULL using black ink** and the application must be signed by the duly authorised representative of the Institution. Use the space provided on page 2 or an appendix for additional information.

Name of Institution:							
<b>Describe the Institution</b>	In which kind of building is it housed?	<b>Have you appended a photo(s) of the outside?</b>	Yes <input type="checkbox"/>	<b>Have you appended a photo(s) of the inside?</b>	Yes <input type="checkbox"/>		
Who does the teaching? Please supply name and cell no. If more than one, please use "Additional Information" on page 2 for the info.							
What kind of curriculum is followed?							
What are the school hours?							
Title, full name and surname of the owner:							
Nature of ownership (Mark with "X")							
Public Company	Private Company	Sec 21 Company	Trust	Church or other religious organisation	Closed corporation	Partnership	Sole proprietor (one person business)
Physical address:			Postal address:		Registered address of owner:		
Postal code:			Postal code:		Postal code:		
Telephone	Cell number of principal	Fax	E-mail		Web address (URL)		
Is the institution registered as an independent school? <b>If so</b> , provide particulars. <b>If not</b> , please supply DETAILED information in a <b>separate appendix</b> why not. <b>NB:</b> The Trust needs this information to be able to defend your learners' right to education, should it be challenged by the authorities.							
Maximum no of learners desired	Yes <input type="checkbox"/>	Maximum no of learners who can currently be accommodated	Yes <input type="checkbox"/>	No of learners enrolled for the current year			
<b>Have you completed and appended the Commitment to Make Payments?</b>	Yes <input type="checkbox"/>	<b>Have you appended the List of Learners?</b>	Yes <input type="checkbox"/>	<b>Have you read the Terms and Conditions of the Agreement with the Pestalozzi Trust and do you agree with it?</b>	Yes <input type="checkbox"/>		
Do the number of learners in your institution comply with the zoning restrictions for the premises?					Yes <input type="checkbox"/>		

**All information supplied in this application is true and correct.**

Yes

### PLEASE COMPLETE HERE: Contact person/representative of the Institution:

<b>Name</b>			
<b>Designation</b>			
<b>Signature</b>		<b>Date</b>	

### FOR OFFICIAL USE ONLY

On behalf of the Pestalozzi Trust:	Signature:	Date:	#
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**Additional information can be added in the space provided below. You may also add an addendum if the space is insufficient.**

**ADDITIONAL INFORMATION**

**How to submit the application:**

E-mail the following to [defensor@pestalozzi.org](mailto:defensor@pestalozzi.org):

- (1) Pages 1 and 2 of the Application Form,
- (2) The photographs (of the inside and of the outside of the Institution),
- (3) The List of Learners (available from the Pestalozzi Trust) **in Excel format**, as well as
- (4) The Commitment to Make Payments (available from the Pestalozzi Trust) in Excel format *after having received the invoice from the Trust*. As soon as the Institution has received an invoice from the Pestalozzi Trust, the Commitment to Make Payments can be finalised, and the Trust can process the application.

<p><b>Pestalozzi Trust</b><sup>(IT6377/98)</sup>  <b>PO Box 12332, QUEENSWOOD, 0121</b>          Tel: (012) 330 1337          Web: <a href="http://www.pestalozzi.org">www.pestalozzi.org</a>          E-mail: <a href="mailto:defensor@pestalozzi.org">defensor@pestalozzi.org</a></p>	<p><b>Stop orders and deposits to:</b>  <b>Pestalozzi Trust, ABSA Bank Hatfield,</b>  <b>Account # 4048 112677, Branch code 33-55-45.</b>  <b>Reference on the Trust's bank statement:</b>  <b>The name of the institution</b></p>
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Date posted	H	P	F	E	No of Learners					
Date received										
Ackn	Date				Date					
How	Who									
Membership Period					Fee/ learner					
Data Captured	By whom				Fee total					
Let Acceptance	Date				QB#					
How	Who									

<u>Date</u>	<u>Amount</u>	<u>Statement?</u>

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**TERMS AND CONDITIONS FOR AN AGREEMENT** between  
**THE PESTALOZZI TRUST (IT 6377/98)** (hereinafter called the “Trust”) and  
**A COMMUNITY-BASED EDUCATION INSTITUTION** (hereinafter called the “Institution”)

**1 The Common Purpose of the Parties**

Subject to lawful limitations that may be instituted in accordance with Article 36 of the South African Constitution, 1996, the purpose of the agreement is to protect and promote the freedoms and rights to receive and provide private education, as protected by the South African Constitution, 1996, the South African Schools Act (No 84 of 1996) and other applicable legislation, common law and applicable instruments of international law.

**2 Duties of the Trust**

2.1 The Trust will continually seek to resolve any dispute between the State and the Beneficiaries named hereafter, and to reduce the likelihood that a dispute may arise between the aforementioned parties, by—

2.1.1 According to its sole judgement, in its discretion, but where appropriate in consultation with the Institution and other parties selected by the Trust, to assist the Beneficiaries named hereafter in discussions and negotiations with officials or institutions of the State where any of the abovementioned rights and freedoms are threatened;

2.1.2 Providing Beneficiaries whose rights or freedoms are threatened by actions of the State or its officials with advice by lawyers and/or other experts as needed, in order to resolve and limit the dispute or potential dispute before it escalates to litigation.

2.2 Although the Trust will do everything in its power to defuse any conflict and attempt to prevent any legal action by the State, the Trust cannot provide any guarantees against such legal action or assume any responsibility for any action or reaction of whatever nature.

2.3 The Trust represents its members ONLY in conflicts with organs of state. This means that the Trust cannot represent its members

2.3.1 in cases of conflict between Beneficiaries; or

2.3.2 in cases of conflict between Beneficiaries and curriculum suppliers; or

2.3.3 in cases of conflict that have their origin in events that precede the commencement of membership.

**3 The Beneficiaries**

3.1 The Beneficiaries are all learners registered at the Institution, the parents and/or guardians of the learners, as well as the Institution (a private school; independent school; micro school; service; or help, learning or facilitating center) itself where such learners receive tuition, and the management, officials and employees of such an Institution.

3.2 The Beneficiaries are only entitled to legal defence as contemplated in paragraph 2.1 above with respect to disputes that arise after this agreement was signed by both parties and provided that the names, addresses and contact information of all the learners and the parents or guardians of the learners involved in the dispute have been submitted to the Trust in writing on the List of Learners, and provided that the applicable membership fee has been paid, or a Commitment to Make Payments or stop order has been submitted, before the dispute arose.

**3.3 Confidentiality.** Subject to legal provisions and agreements with the Institution, all sensitive information that the Trust may gather in relation to the Institution, the Institution’s business, its clients, officials or employees, will be treated with the highest level of confidentiality and will not be revealed to other parties without the permission of the parties who have an interest in the information.

#### **4 Duties of the Institution**

4.1 The Institution undertakes to supply responsible education by–

- 4.1.1 Exercising due diligence in teaching every learner in a responsible way; and by
- 4.1.2 Coming to an agreement with parents and/or guardians of learners on the objectives to be attained by learners.

4.2 The Institution undertakes to co-operate with the Trust by–

- 4.2.1 Informing the Trust as soon as possible after becoming aware of such information of any incidents or other relevant information that can indicate the existence of an actual or potential conflict between any Beneficiary and the State regarding the education of the Beneficiaries;
- 4.2.2 Providing the Trust with all information that the Trust may need to deliver the services described in this agreement effectively, including the information in the List of Learners;
- 4.2.3 Cooperating fully in the defence of any legal action (threatened or otherwise) which may be brought against any of the Beneficiaries in relation to the education and/or learning facilitation provided by the Institution;

4.3 The Institution undertakes to hand in and keep the List of Learners updated by–

- 4.3.1 subscribing all learners and their parents and/or guardians with the Trust as members of the legal defence fund, providing all information as listed in paragraph 3.2 no later than 7 (seven) days after the learner has enrolled with the Institution. When the Institution joins the Trust, ALL the learners and parents or guardians become members. The Trust does not accept applications from Institutions of which some learners and parents or guardians refuse to subscribe to membership of the Trust.
- 4.3.2 Keeping the Trust updated on any changes in the List of Learners.

4.4 The Institution undertakes to pay to the Trust for each learner enrolled with the Institution R400 per learner per annum.