

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 addendum for additional information.

Name of Institution:							
Describe the Institution	In which kind of building is it housed?	Have you appended a photo(s) of the outside?	Yes <input type="checkbox"/>	Have you appended a photo(s) of the inside?	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 with your Provincial Education Department as an independent school? If so , provide particulars as an addendum. If not , please supply DETAILED information in a separate addendum why not. NB: 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		Maximum no of learners who can currently be accommodated		No of learners enrolled for the current year			
Have you completed and appended the Commitment to Make Payments?	Yes <input type="checkbox"/>	Have you appended the List of Learners?	Yes <input type="checkbox"/>	Have you read the Terms and Conditions of the Agreement with the Pestalozzi Trust and do you agree with it?	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:

Name			
Role in Institution			
Signature		Date	

THIS SECTION BELOW TO BE COMPLETED BY THE PESTALOZZI TRUST

<i>On behalf of the Pestalozzi Trust:</i>	<i>Signature:</i>	<i>Date:</i>	<i>#</i>
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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 admin@pestalozzi.org:

- (1) Pages 1 and 2 of the Application Form.
- (2) The List of Learners on the Pestalozzi Trust website *in Excel format*.
- (3) A description of your curriculum or approach.
- (4) Details of your registration with the PED (or not): any correspondence, letters or documents?
- (5) A completed and signed POPI consent form from the parent/guardian of each learner at the Institution. The Trust requires these forms in order to be able to consider your application.
- (6) The **contract** between you and your clients (the parents).
- (7) The **registration form** for independent schools that you have downloaded from the website of your Provincial Education Department, and information on how far you have proceeded with completing the form. (At present the only way in which an educational institution like yours can operate legally unfortunately is by registering as an independent school.)

PLEASE DO NOT E-MAIL US YOUR PHOTOS. Save it to a Google Drive, and simply **e-mail us the link** to the photos in the e-mail that you send with your application form. We need photos from the inside and outside of the institution, as well as of the ablution facilities. Thank you!

Please wait before making a payment. We need to invoice you first. After having received your invoice from the Trust, you may send in your proof of payment, your stop order, or the Commitment to Make Payments (available from the Pestalozzi Trust) in Excel format.
Important: Please use your MEMBERSHIP NUMBER as a reference on our bank statement when making the payment. So that we can allocate the payment to your account. Thank you!

Pestalozzi Trust_(IT6377/98)

PO Box 12332, QUEENSWOOD, 0121

Tel: (012) 330 1337

Web: www.pestalozzi.org

E-mail: defensor@pestalozzi.org

Stop orders and deposits to:

**Pestalozzi Trust, ABSA Bank Hatfield,
Account # 4048 112677, Branch code 33-55-45.**

Reference on the Trust's bank statement:

NAME OF YOUR INSTITUTION AND MEMBERSHIP #

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 members 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, and its discretion, but where appropriate in consultation with the Institution and other parties selected by the Trust, to assist the members 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 members whose rights or freedoms are threatened by actions of the State or its officials with advice by lawyers and/or other experts as needed, 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 members; or

2.3.2 in cases of conflict between members 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 Members

3.1 The members 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 members are only entitled to support 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 in 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, as well as the POPI Act, 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.

3.3.1 The Trust shall:

3.3.1.1 Treat all information furnished by the members as strictly confidential.

3.3.1.2 Secure the integrity and confidentiality of the personal information in its possession and under its control by taking appropriate, reasonable technical and organizational measures to prevent –

3.3.1.2.1 Loss of, damage to or unauthorized destruction of personal information; and

3.3.1.2.2 Unlawful access to or processing of personal information.

3.3.1.3 Use the information provided solely –

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

3.3.1.3.2 To provide members whose rights or freedoms are threatened by actions of the State or its officials with advice by lawyers and/or other experts as needed, to resolve and limit the dispute or potential dispute before it escalates to litigation; and

3.3.1.3.3 To communicate with members regarding any information that will affect the education of the learners at the Institution, the service offered by the Institution, and/or membership of the Trust of the learners at the Institution, the parents and/or guardians of the learners, as well as the Institution itself.

3.3.1.4 Ensure that a third party who is the recipient of the personal information is subject to a law, binding corporate rule or binding agreement which provide an adequate level of protection;

3.3.1.5 Ensure that the transfer of information to the third party will only occur when it is necessary:

3.3.1.5.1 To carry out an action or for the conclusion of performance in terms of a contract to which the data subject is a party;

3.3.1.5.2 To comply with an obligation imposed by law;

3.3.1.5.3 To protect the legitimate interest of the members;

3.3.1.5.4 For the proper performance of a public law by a public body; or

3.3.1.5.5 For pursuing the legitimate interests of the Trust or the third party to whom the information is supplied.

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 a member and the State regarding the education of the member;

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 members 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, 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.

4.5 The Institution consents to the collection, storing, processing and use by the Trust of the information and special personal information about the members, as defined under point 3, for the purpose set out under 3.3.1.3.

4.6 The Institution confirms that consent has been granted by the data subject and/or a competent person on behalf of a child for the processing of the personal and special personal information.

4.7 The Institution confirms that consent has been granted by the data subject and/or a competent person on behalf of a child that the personal information and special personal information may be transferred to a third party, such as attorneys or social workers.

4.8 The Institution consents to the processing of personal and special personal information of its learners, parents and/or guardians of its learners, the Institution itself, as well as the management, officials and employees of such an institution, by a third party and a third party outside the republic of South Africa, but only in circumstances where:

- 4.8.1 Processing is necessary to carry out an action or for the conclusion or performance in terms of a contract to which the data subject is a party;
- 4.8.2 To comply with an obligation imposed by law;
- 4.8.3 The processing protects a legitimate interest of the data subject;
- 4.8.4 The processing is necessary for the proper performance of a public law by a public body; or
- 4.8.5 Processing is for pursuing the legitimate interests of the responsible party or the third party to whom the information is supplied; and
- 4.8.6 The third party who is the recipient of the information is subject to a law, binding corporate rule or binding agreement which provide an equal level of protection.