

AGREEMENT

Entered into between:

TAU MONTESSORI SCHOOL

And

(ID: _____)

(Title and full names)

Parent or Legal Guardian

of

(Hereinafter referred to as the “Child”)

GENERAL INFORMATION

ANNEXURE "A"

1. Child

Name and Surname of Child:

Date of Birth:

Age of Child:

_____ years _____ months

Special needs of the Child:

Special dietary needs:

- Full day/ half day
- Meals/ own food

(Choose which is applicable)

2. Parent/ Legal Guardian

Mother:

Name and Surname:

ID Number:

Contact Numbers:

Work: _____

Cell: _____

E-mail address:

Physical Address:

_____ Code: _____

Father:

Name and Surname:

ID Number:

Contact Numbers:

Work: _____

Cell: _____

E-mail address:

Physical Address:

_____ **Code:** _____

3. Medical Information

Name and Surname of Doctor:

Contact Number:

Medical Aid:

Medical Aid number:

Main members name:

Dependant code of the child:

Third Party we can contact:

Relation:

Contact details:

AGREEMENT

1. DEFINITIONS

In this contract –

- 1.1. **"Additional Fees"** means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;
- 1.2. **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School from time to time;
- 1.3. **"Child"** means the child or children (of any age) admitted by the School to be educated, whose details appear in Annexure "A", as well as the Child or Children whose details appear in any subsequent Annexures.
- 1.4. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.5. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;
- 1.6. **"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at the School;
- 1.7. **"Fee"** means any amounts owing to the School for a Child's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
 - 1.7.1. Enrolment Fee;
 - 1.7.2. School Fees; and
 - 1.7.3. Additional Fees;

- 1.8. **"Principal"** means the person to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.9. **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in Annexure "A";
- 1.10. **"Parties"** means the Parent/s and the School;
- 1.11. **"School"** or **"we"** means TAU MONTESSORI SCHOOL Pre-School;
- 1.12. **"School Fees"** means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Enrolment Fees or Additional Fees;
- 1.13. **"School Rules"** means the rules of the School as reflected in the Mission and detailed in the General School Policy, a copy of which is provided to Parents on their Child's entry to the School, and which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.14. **"Magistrates' Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.15. **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.16. **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those said fees.

2. GENERAL OBLIGATIONS OF THE SCHOOL

- 2.1. The admission and enrolment of pupils to the School is at the discretion of the Principal who may refuse a pupil's admission to the School without giving reasons therefor and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Principal

may impose. The Principal may, at his/her sole discretion, cancel enrolment in accordance with the Rules.

- 2.2. For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School.
- 2.3. While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her care and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School.
- 2.4. We shall monitor your Child's progress at the School and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by you or by the School at your expense.
- 2.5. The parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high quality care to children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need).
- 2.6 To the extent that, in the reasonable opinion of the Principal, the School cannot, or can no longer, provide adequately for your Child's special educational needs, the School may not offer enrolment with the School or may cancel this contract in terms of clause 7.3.

3. DISCLAIMERS

- 3.1. You acknowledge that the School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature brought on to the School premises by your Child, unless the School or its staff are in physical possession of that property and damage occurs to that property either because –
 - 3.1.1. The School or its staff treated the property as their own; or

- 3.1.2. The School or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property.
- 3.2. Unless you expressly notify us in writing to the contrary, you consent to your Child participating, under proper supervision, both in and outside the School, in outings and other activities which may entail some risk of physical injury, as well to your Child travelling to and participating in School activities and programmes outside the School.
- 3.3. Subject to the School taking reasonable care to avoid harm and save for any gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such outings, activities or programmes and you indemnify the School against any claims in that regard.

4. POLICIES OF THE SCHOOL

- 4.1. You declare that you have read and understood the General School Policy and agree to abide by this policy. You further accept that all other school policies are available for perusal in the school office.
- 4.2. You undertake to comply with all the rules and regulations of the School and acknowledge that it is your responsibility to make yourself familiar with the policies.
- 4.3. You acknowledge that you are responsible for your Child, whether on the property of the School or not, after the notified finishing times of any school activity/event/ function and that you will ensure that your Child obeys all school rules and policies where they apply to the Child.

5. ACCEPTANCE AND DEPOSIT

- 5.1. An offer of a place for a Child at the School is accepted by you signing this contract and paying the enrolment fee.
- 5.2. If, subsequent to entering into this contract, your Child does not take up a place at the School you **will not be refunded** the enrolment fee. In addition, if, subsequent to entering into this contract, your Child does not take up a place at the School and the School cannot, by the start of the first term for which your Child was due to enrol, fill the vacancy created by your Child's withdrawal, a reasonable **cancellation fee** shall be payable and shall become due and owing to the School.

6. PAYMENT OF FEES

- 6.1. You have absolute responsibility for the payment of any Fees applicable to your Child attending the School. You also acknowledge that School Fees are payable in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the School will on request provide a written explanation.
- 6.2. The School has the right to charge interest on any fees or monies owing by you not paid on or before the due date. This interest shall be charged at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 ("NCA"), or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the School will be entitled to recover from you default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.
- 6.3. You confirm that a certificate signed by the bursar, Principal of the school showing the amount owing by you or the Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by you or the Third Party, you or the Third Party shall bear the onus of proving that such amount does not owe and/or due and/or payable.
- 6.4. In the event of the Third Party taking responsibility for the payment of the Fees, you by your signature hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the Third Party for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party.
- 6.5. You also acknowledge that if any instalment on account of a fee which is payable is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by you. No indulgence or grant of time by the School will constitute a waiver of its rights under this contract or otherwise.
- 6.6. You are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees annually, termly (quarterly) or monthly (January to December), the total costs of which will be set out in a fee schedule and communicated to you on enrolment and in advance of any increase in school fees.

6.7. The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term.

6.8. You have a right to cancel this contract without penalty should the school fees increase to an amount which you no longer wish to pay, provided that you give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 7.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.

6.9 Fees are payable by;

6.9.1. Debit order

6.9.2. Electronic Funds Transfer

6.9.3 Cash Payment

(Please indicate which method is applicable _____)

NOTE: ALL ELECTRONIC FUNDS TRANSFERS, DEBIT ORDERS OR CASH PAYMENTS SHALL BE MADE TO THE FOLLOWING BANK ACCOUNT NO CASH WILL BE ACCEPTED:

Bank: First National Bank

Account Name: L.M. Loots

Account Number: 6239 818 5275

Branch Code: 250655

7. TERMINATION AND NOTICE REQUIREMENTS

7.1. For the avoidance of doubt, this contract will terminate when your Child completes the School's Pre-Primary/Foundation Phase curriculum, unless otherwise terminated on the terms of this contract. This contract therefore has an **indefinite term**.

7.2. You have the right to cancel this contract at any time, for any reason, provided that you give the School a **3 (three) month notice**, in writing, of this intention before the withdrawal of the Child from the School. Alternatively, a reasonable cancellation fee will be payable, taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should you have elected to pay annual school fees or should any additional fees

have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

- 7.3. 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.
- 7.4. This is without prejudice to each parties other remedies: the parties may cancel this contract immediately and have no obligation to return any deposit or payments if the guilty party is in material breach of any of their obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within ten (10) business days of a notice from the prejudiced party requiring you to remedy the breach, and in addition the prejudiced party may claim payment of all moneys then owing and damages.

8. ADDRESSES AND NOTICES

- 8.1 For the purpose of this agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose *domicilium citandi et executandi* ("*domicilium*") as follows:

- 8.1.1 the Parent(s)/Gaurdian at:

- 8.1.2 the Pre-Primary School at:

- 8.2 A party may at any time change its *domicilium* by **notice in writing**, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served.
- 8.3 Any notice given in connection with this agreement may be **delivered by hand**; or be sent by **prepaid registered post**; to the *domicilium* chosen by the party concerned. Any notice or process delivered on any party in connection with any matter or subject arising out of this agreement or any notice shall be

deemed to have been delivered if handed to any responsible person at the *domicilium* chosen by any party and it shall not be necessary to hand such process or notice to any party personally.

8.4 A notice given as set out above shall be presumed to have been duly delivered:

8.4.1 on the date of delivery if delivered by hand;

8.4.2 on the 4th (fourth) day from the date of **posting** including the date of posting if posted by pre-paid registered post from **within** the Republic of South Africa; and

8.4.3 on the 14th (fourteenth) day from the date of posting including the date of posting if posted from **outside** the Republic of South Africa.

9. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with regard to the matters dealt with herein and no representations, terms, conditions or warranties express or implied not contained in this agreement shall be binding on the parties.

10. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. It is recorded that there exists no collateral and/or other agreements and that this is the sole agreement entered into by and between the parties and no party shall be entitled to seek rectification of any of the terms hereof.

11. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

SIGNED on the _____ day of _____ 20____

Parent/Guardian

School Representative