

CONDITIONS OF ENROLMENT – (2023)

Entered into between:

(Royal Kids Montessori)

And

(Names and ID numbers of both parents)

1. DEFINITIONS:

Except where the context indicates to the contrary, the following apply:-

- “Business day” is as defined in section 2(6) of the CPA.
- “Child” means each and every child enrolled at the school as appears from the properly signed registration form by the parent of the child/children.
- “CPA” the Consumer Protection Act 68 of 2008 including regulations
- "Due date" means close of business on the third business day of each month.
- “Parent” means the legal guardian of the child.
- “Registration form” means the registration completed by the parent for enrolment of the child at the school.
- “School” means Royal Kids Montessori

2. FIXED TERM FEE STRUCTURE:

2.1 In consideration for the school’s undertaking to provide the services contained herein, the parent agrees to pay the fees and related costs as agreed, to the school on or before due date.

2.2 Except where the parties, specifically and in writing, agree to a different arrangement, the fees are payable monthly on or before due date, in advance.

2.3 Fees in arrears are subject to interest at prime rate plus 5% (five percent)

2.4 The school's fee structure is as follows:

	Payment Frequency	2023 Fee (Half Day)	2023 Fee (Full Day)
A. & B.: Full Day Care	Monthly over 12 months (Jan-Dec)	3500	4000
	Quarterly (January, April, July, October)	9450	10800
	Annual (payable 30 November 2021)	35000	41000
	Annual (Payable January 2022)	38500	44000

A. Full day enrolment over a fixed term of 12 months;

C. Half day fixed term care and

3. STRUCTURES A. AND B. ENROLMENT – FULL DAY CARE:

3.1 Upon the signing of this contract an amount of (R.....) becomes due (per child/family). The amount is made up follows:

- R 550 non-refundable registration fee.
- R..... refundable deposit.
- R..... One Months School Fee's
- R..... Term Fund

3.2 The deposit is refunded against the final invoice when the child/last child leaves the school provided that the notice clauses in this contract have been met.

3.3 Provided that the child remains eligible for enrolment at the school, the contract automatically renews for a second fixed term unless the Parent cancels the fixed term by giving notice in terms of section 14(1)(aa) or (bb) of the CPA.

3.4 If the parent cancels the contract at any time with 90 days written notice as per section 14(1)(bb) of the CPA, the school is entitled to levy a cancellation penalty equivalent to any outstanding fees for the remainder of that term in accordance with section 14(3)(b)(i) of the CPA.

3.5 Once this contract has been signed and a place allocated to a child, if the place is not taken up within one week of acceptance, the school is entitled to give the parent 20 business days notice of termination in terms of section 14(1)(c) of the Consumer Protection Act. If the parent fails to take up the allocation within the notice period the school is entitled to retain the registration fee and the deposit and cancel the registration.

4. STRUCTURE C. ENROLMENT – HALF DAY CARE:

4.1 Afternoon care for children enrolled for half day will be charged from 17:30 pm at a rate of R110 (per half an hour).

5. ADDITIONAL CHARGES:

5.1 Additional charges levied annually and pro-rate upon enrolment:

5.1.1 Christmas present and party @ R30 per child in November.

5.1.2 Stationery is purchased from the school. No exceptions will be made.

5.2 **Additional fee for after hours care:** Taking care of children after hours is charged at a rate of R110 per half an hour, per child from 17h31 onwards, until time of collection.

6. While fees are due monthly in advance by the 3rd of every month, we reserve the right to refuse admission if any part of the fee remains outstanding by due date.

7. Absenteeism for any reason whatsoever does not entitle any parent to any refund.

8. A parent with more than one child at the school is entitled to a 10% deduction from the monthly fee of the second child.

9. Internet Banking is the preferred method of payment for fees. Banking details are as follows:

Bank: Standard Bank

Branch code: 1842 (Boksburg K90)

Account Number: 220 940 835

Account Name: Royal Kids Montessori

Please use your child's name and surname as the Beneficiary Reference.

10. The school under takes to care for the child during the following hours:

10.1 Half day: Monday to Friday – 06:30am to 13:30pm

10.2 Full day: Monday to Friday – 06:30am to 5.30pm (17h30)

11. We will be open throughout the year, including official school holidays with the following exceptions when we will be closed:

11.1 15 to 17 working days over the December/January period.

- 11.2 All public holidays and long weekends.
- 11.3 Should the public holiday fall on a Thursday or Tuesday, the school will be closed on the next day, Friday or the preceding day, Monday.
12. Contracts related to A, B and C enrolment shall terminate in accordance with Section 14 of the CPA.
13. The Parent shall be entitled to 40 days written notice of increases in fees in terms of section 14(3)(c)(i) and (ii) of the CPA at the end of each 11 month term.
14. If it becomes necessary for the school to institute any legal proceedings to recover any school fees owing to it by the parent, the school shall be entitled to recover from the parent all legal costs incurred by it on the attorney and client scale.
15. The Parent agrees that photographs of the parent's child may be published on the school's website at the school's discretion provided that neither the child nor the school may be identified by name or by link.
16. The parent agrees to his/her personal contact details such as cellular phone numbers and email addresses be entered into the school's registry for the purpose of the direct marketing of school functions, fund raising events and donations and that such details be used by the school for that purpose at a time that is convenient to the school. It is further agreed that the school shall NOT be entitled to make these details available to third parties without the parent's express permission.

17. INDEMNITY:

- 17.1 The parties recognize and acknowledge the impetuous and impulsive nature of children. In view of this, all persons in charge of the child at the school have been instructed to take every precaution to the best of his/her ability to ensure the child's safety. However, neither they nor any persons connected to Royal Kids Montessori will accept any liability for any claims arising from any accident or injury to the child due to criminal acts or acts of negligence by outsiders or incidents that fall outside the responsibilities and duties of the acting with due diligence and care and in the course and scope of their duties. Furthermore, the Parent agrees to waive and abandon any claims, which may, at any time, arise as aforesaid, both in the Parent's personal capacity, and in the Parent's capacity as a parent or as guardian of the child, and the Parent expressly indemnifies the supervisor or such authorized person against any claim which may arise or be instituted unless criminal negligence is proven against such supervisor in a court of law.
- 17.2 The Parent unreservedly accepts full responsibility as a parent to ensure that the child has been properly immunized against whooping cough, diphtheria, tetanus and polio and vaccinated against tuberculosis prior to enrolment proof of which must be furnished by the Parent upon request.
- 17.3 The Parent agrees that in an emergency requiring medical attention or hospitalization, the supervisor of the group, or, in her absence, any other responsible person connected with it, may give the required permission and sign the necessary consent for the child to be subjected to surgery or other medical treatment, provided that this will be executed on the advice, and under the supervision, of a medical doctor. Furthermore, the Parent accepts responsibility for and agrees to bear all medical costs and expenses in relation to the Parent's child under these circumstances.
- 17.4 Royal Kids Montessori, its members, officers, agents, servants and employees accept no liability whatsoever, and without prejudice to the generality of the aforesaid, for any damage (whether consequential or otherwise), or injury to any person being transported from one place to another place by or at the instance of to the generality of the aforesaid, for any damage (whether consequential or otherwise), or injury to any person being transported from one place to another place by or at the instance of Royal Kids Montessori, or any of the persons aforesaid, whether within the normal hours of Royal Kids Montessori's charge of

17.5 The signatory/ies to this agreement, by his/her signature confirms that he/she accepts that Royal Kids Montessori and the persons aforesaid accept no liability as aforesaid an indemnifies and hold Royal Kids Montessori and the persons aforesaid absolved from any such liability.

We the mother/father/guardian of the child _____ (Name of child), hereby agree to accept and abide by the terms and conditions governing _____ (Name of school), with which we declare ourselves fully acquainted.

This done and signed at _____ (Place) on the ____ Day of _____ (Month) 20____ (Year).

Mother/Guardian

Father/Guardian

School Head

Witness 1

Witness 2

NB! PLEASE INITIAL EACH PAGE OF THE INDEMNITY AND CONTRACT