

MONAGHAN
FARM



MONTESSORI
SCHOOL

CONTRACT OF ENROLMENT

between

MONAGHAN MONTESSORI

and

THE PARENTS/GUARDIANS
("the Parent/s")

FOR

_____ **("the Child")**



Please pay specific attention to any clause in **bold**! These clauses either require an **acknowledgement** by you, you taking on any **risk or liability** or **limiting the risk or liability** of the School or you **indemnifying** the School. Please **read this Contract of Enrolment carefully** and ask if you have any questions!

1 INTRODUCTION

- 1.1 Monaghan Farm Montessori School ("**the School**") is a Montessori school which follows the Montessori methods of teaching as set out in the Hand Book and the Parents wish for their Child to attend the School.
- 1.2 The Parents and the School agree that this Contract of Enrolment, the Hand Book and the Schedules hereto ("**the Agreement**") record the terms and conditions of their relationship.
- 1.3 Any reference to "**Parent/s**" in the Agreement and the Schedules and Forms forming part hereof shall include the Child's parent/s and/or guardian/s.

2 COMMENCEMENT & TERMINATION

2.1 This Agreement is a yearly contract and commences when the Child is accepted for enrolment at the School or when the Child arrives at School for their first day in that year, whichever is the earliest, and will continue until 31 December of that same year unless terminated by either the Parent or the School in terms of this Agreement.

Termination by the Parent

- 2.2 Should the Parent wish to terminate this Agreement and remove the Child from the School on or before 31 December the Parent may either provide the School with-
- 2.2.1 **Option A: 2 (two) months' written notice of termination; OR**
- 2.2.2 **Option B: 20 (twenty) business days' written notice of termination AND pay a reasonable cancellation penalty of 1 (one) month's School Fees;**
- 2.2.3 **The Parent agrees to pay the School Fees up to date of the end of the notice period**

Termination by the School

- 2.3 **The Parent agrees to comply with the rules and regulations of the School as are more fully set out in the Hand Book and as may be supplemented from time to time with any additional special notices. Should the Parent, its representatives or the Child fail to comply with this Agreement, the Hand Book or any of the rules and regulations of the School, or should they act in a manner that is inconsistent with the Montessori environment, this may result in the School cancelling the Child's enrolment and terminating this Agreement after giving twenty (20) business days written notice to the Parent.**

3 SCHOOL FEES

- 3.1 The Parent agrees to pay the School Fees and any additional costs as set out in the Hand Book and Fee Schedule.
- 3.2 The School Fees and additional costs may be adjusted by the School upon notice to the Parent (this will usually occur annually).
- 3.3 A once-off Registration Fee is payable by the Parent in order to secure a position for his/her Child in the School once the Child has been accepted by the School.
- 3.4 **Failure to pay the Registration Fee may result in the loss of the position in the School for the Child.**

4 OVERDUE SCHOOL FEES

- 4.1 **A penalty of 10% (ten percent) of the overdue School Fees shall be charged if the School Fees are not paid by the 5th (fifth) day of the month.**
- 4.2 **The penalty of 10% (ten percent) shall continue to be charged every month on all outstanding amounts until the outstanding amounts are paid in full.**
- 4.3 **The School has the discretion to handover the details of the Parent to its attorney immediately for collection should School Fees be outstanding. The Parent shall be liable for any legal costs incurred related to such collection.**
- 4.4 **Notwithstanding anything contained herein, the School reserves the right to suspend the Child from the School until all outstanding School Fees are paid in full.**
- 4.5 **Failure of the Parent to pay the outstanding School Fees within 30 (thirty) days of the School Fees being due and payable, shall result in a material breach of this Agreement and the School shall be entitled, in addition to any other rights in law, to terminate this Agreement.**

5 SCHOOL HOURS

- 5.1 School Hours are determined in the Hand Book.
- 5.2 School Hours generally operate from Monday to Friday during the School Term (with the exception of Public Holidays) and the Child may be dropped off at the School from 07h30 on these days.
- 5.3 There will be no adult supervision available at the School prior to 07h30.

Starting Times

- 5.4 The Children must be at School at the following times –
 - 5.4.1 **Toddlers to be at School by 08h30;**
 - 5.4.2 **Pre-School Children to be at School by 08h30;**
 - 5.4.3 **Primary School Children to be at School by 08h00.**

Collection Times

- 5.5 The Children must be collected from the School at the following times –
 - 5.5.1 **Toddlers to be collected at 12h30 or as advised by Lead Teacher;**
 - 5.5.2 **Pre-School Children to be collected at 13h30;**
 - 5.5.3 **Primary School Children to be collected at 14h00.**
- Aftercare facilities are available from 12h30 until 17h00**

- 5.6 The Child is to be collected at the stipulated times in accordance with the above or as determined in the Hand Book.
- 5.7 **Failure of the Parent to collect his/her Child at the stipulated times, shall result in the Parent being charged a Late Collection Fee.**
- 5.8 It is the responsibility of the Parent to ensure that his/her Child is dropped off at, and collected from, the School timeously and should the Parent be delayed, the Parent shall inform the School immediately.
- 5.9 It is the responsibility of the Parent to ensure that the Child attends the School regularly as there are a required minimum number of days that his/her Child must attend. This required minimum number of days is determined by the School.
- 5.10 The Parent should try his/her best to schedule appointments for the Child after School Hours to avoid disruption of the classes.

6 COLLECTION OF CHILDREN

- 6.1 The Parent shall nominate, in writing, the persons who are authorised to collect the Child from the School. Such nomination is contained in the Information Schedule annexed hereto.
- 6.2 The Parent and all nominated persons must complete a security form, load their fingerprints and have a photo taken at the security office at the entrance.
- 6.3 Should the Parent wish to change the nominated persons the Parent shall notify the School by either SMS, phone call or by placing a note on the notice board. **It is the responsibility of the Parent to confirm receipt of the SMS by the School.**
- 6.4 All newly nominated persons must complete the same procedure.
- 6.5 **The School will use its best endeavours to ensure that the Child is only released to the nominated persons, however the School shall, to the extent permitted by law, not be liable under any circumstances whatsoever for any claims for, including but not limited to any loss, injury, death and/or damages, to the person and/or property of the Child, and/or to the person and/or property of his/her Parent whilst being in the care of, and/or on the premises of, the School for any purposes whatsoever, unless such loss, injury, death and/or damages arise as a result of gross negligence on the part of the School.**

7 ADMISSION POLICY

- 7.1 The School reserves the right of admission of any Child into the School.
- 7.2 The Parents are referred to the School's Admission Policy.

8 EXTRA MURAL ACTIVITIES

- 8.1 The School provides certain Extra Mural Activities which are conducted by certain third parties approved by the School in its sole discretion.
- 8.2 The specifications of the Extra Mural Activities services as well as the details of the specific third parties who conduct the Extra Mural Activities are determined in the Hand Book.
- 8.3 **The School shall, to the extent permitted by law, not be liable under any circumstances whatsoever for any claims for, including but not limited to any loss, injury, illness, death and/or damages, to the person and/or property of the Child, and/or to the person and/or property of his/her Parent whilst being in the care of, and/or on the premises of, the School for any purposes whatsoever, including where such loss, injury, illness, death and/or damages is/are caused by any third party on and/or off the premises, unless such loss, injury, death and/or damages arise as a result of gross negligence on the part of the School.**
- 8.4 The Parent who wishes for their Child to partake in any of the Extra Mural Activities agrees to deal with the certain third party directly in respect of *inter alia* specific arrangements and payment.

9 HEALTH

- 9.1 The Parent is required to complete the Health Information Schedule annexed hereto.
- 9.2 **It is the responsibility of the Parent to ensure that the information provided in the Health Information Schedule annexed hereto is correct, updated accordingly and shall include any allergies that the Child may have.**
- 9.3 If the Child suffers of any special medical condition, the Parent must complete the Special Medical Conditions Form with clear instructions how to deal with the specific medical emergency.
It is the responsibility of the Parent to ensure that his/her Child is not sent to School if the Child is showing signs of illness and/or has a temperature. This is to prevent other Children and the staff from also being infected.
- 9.4 Specifications of possible signs of illness are listed in the Hand Book.
- 9.5 Should the Child show any of the signs of illness listed in the Hand Book while at School, the Parent is obliged to take the necessary precautions and seek appropriate medical treatment, including taking the Child to the doctor if necessary, before the Child shall be allowed to return to the School.
- 9.6 **The School reserves the right to suspend the Child from the School until the necessary precautions have been taken and/or appropriate medical treatment has been sought.**
- 9.7 **Failure of the Parent to take the necessary precautions and/or seek the abovementioned medical treatment for his/her Child and/or to take the Child to a doctor Child within the time period stipulated by the School at that time, shall result in a material failure of the Parent to comply with this Agreement and the School shall be entitled, in addition to any other rights in law, to terminate this Agreement.**
- 9.8 As an extra precautionary measure, the School requires a letter from the Child's doctor each time the Child visits a doctor.
- 9.9 **While the School shall use its best endeavours to ensure that the correct food be given to the Child and/or the procedures contained in the Health Information Schedule, including but not limited to procedures relating to any allergies, be carried out on the Child in accordance with the Health Information Schedule, the School shall, to the extent permitted by law, not be liable under any circumstances whatsoever for any claims for, including but not limited to any loss, injury, illness, death and/or damages, to the person and/or property of the Child, and/or to the person and/or property of his/her Parent whilst being in the care of, and/or on the premises of, the School for any purposes whatsoever, unless such loss, injury, illness, death and/or damages arise as a result of gross negligence on the part of the School.**

10 MEDICAL EMERGENCY SITUATIONS

- 10.1 The Parent is required to complete the Health Information Schedule annexed hereto and the Special Medical Conditions Form, if applicable.
- 10.2 The Parent hereby grants permission to the School to seek medical attention for his/her Child in the case of an emergency as stipulated and dealt with more fully in the Health Information Schedule.

11 MEDICATION

- 11.1 The Parent is required to complete the Medication Schedule annexed hereto in respect of chronic medication for the Child.
- 11.2 Should the Parent require the School to administer any medication to the Child during School Hours, the Parent shall complete the Medication Register providing the exact details of the administration of the medication for each day that the Child requires the medication.
- 11.3 The School shall not administer any medication unless the abovementioned Medication Register has been properly completed prior to the School commencing for that day.
- 11.4 All medication is to be stored away in the designated medicine cabinet for easy and safe storage.
- 11.5 All medication must be labelled clearly by the Parent.
- 11.6 No Child shall be permitted to self-medicate on the premises of the School.
- 11.7 It is the responsibility of the Parent to unpack all medication from the Child's bag and to place it in the designated medicine cabinet or hand it to the relevant staff member together with completing the Medication Register.
- 11.8 Should the Child travel to the School in a taxi and/or bus, it is the responsibility of the Parent to telephonically inform the School of any medication that the Child has in his/her possession. Such notification must be made prior to the School commencing.
- 11.9 **If medication is found in the Child's possession without the School having received the necessary notification and/or without the above procedures being followed, the Parent shall be charged a penalty fee which fee shall be added to the account of the Parent. The penalty fee amount is determined in the Hand Book.**
- 11.10 **While the School shall use its best endeavours to ensure that the correct medication and/or amount of medication is administered to the Child in accordance with the Medication Schedule and/or Medication Register, the School shall, to the extent permitted by law, not be liable under any circumstances whatsoever for any claims for, including but not limited to any loss, injury, illness, death and/or damages, to the person and/or property of the Child, and/or to the person and/or property of his/her Parent whilst being in the care of, and/or on the premises of, the School for any purposes whatsoever, unless such loss, injury, illness, death and/or damages arise as a result of gross negligence on the part of the School.**

12 INDEMNITY

- 12.1 The Parent is required to complete the Indemnity Schedule annexed hereto.
- 12.2 All particulars regarding indemnity and waiver of liability of the School is dealt with more fully in the Indemnity Schedule and the Indemnity for Activities on the Monaghan Farm.
- 12.3 Should the Parent wish for their Child to participate in the Farm Activities, the Parent shall be required to sign an additional indemnity in respect of the Farm Activities, that being the Indemnity for Farm Activities.
- 12.4 **The Parent fully understand that the Farm Activities may contain risk of an unusual nature and accept that the Farm Activities shall be undertaken at the Child's own risk and participation in the Farm Activities is subject to the Parent signing the Indemnity for Farm Activities.**
- 12.5 Should the School wish to take the Child off the premises for a school excursion and the Parent agrees thereto, the Parent shall be required to sign an additional indemnity form in respect of each excursion.

13 BEHAVIOUR OF CHILD

- 13.1 **The School reserves the right to suspend the Child from the School in order for the Parent to seek the relevant and appropriate therapeutic treatment for the Child, if the School is of the opinion that the Child is behaving in a manner that is unsatisfactory and/or inappropriate of a Child in a school environment and/or which behaviour shall have a detrimental effect on the other Children and/or Parents of the Children at the School.**
- 13.2 Examples of such behaviour include but are not limited to –
- 13.2.1 displays of inappropriate sexual behaviour;
- 13.2.2 use of inappropriate and vulgar language and/or body language; and/or
- 13.2.3 inappropriate acts of violence.
- 13.3 **Failure of the Parent to seek the abovementioned treatment for his/her Child within the time period stipulated by the School at that time, shall result in a material failure of the Parent to comply with this Agreement and the School shall be entitled, in addition to any other rights in law, to terminate this Agreement.**

14 CHILDREN WITH BARRIERS AND/OR IMPEDIMENTS

- 14.1 The Services provided by the School do also cater to a certain extent for Children with barriers and/or impediments, however, the School is not specifically a specialised school for Children with barriers and/or impediments.
- 14.2 Should the School feel that a Child with barriers and/or impediments requires relevant therapeutic treatment, it shall recommend that the Parent seeks such appropriate treatment for the Child.
- 14.3 The School may offer the services of certain therapists (“**Child Therapist**”) which shall assist the Child and the Parent may chose to have the Child treated by such Child Therapist.
- 14.4 **The School shall, to the extent permitted by law, not be liable under any circumstances whatsoever, including but not limited to any loss, injury, illness, death and/or damages, to the person and/or property of the Child, and/or to the person and/or property of his/her Parent whilst being in the care of, and/or on the premises of, the School for any purposes whatsoever, including where such loss, injury, illness, death and/or damages is/are caused by any third party on and/or off the premises, including the Child Therapist, unless such loss, injury, death and/or damages arise as a result of gross negligence on the part of the School.**
- 14.5 The Parent who wishes for their Child to be treated by the Child Therapist agrees to deal with the certain third party Child Therapist directly in respect of *inter alia* specific arrangements and payment.
- 14.6 **Should the School recommend certain therapy for the Child and the Parent neglects, fails and/or refuses to seek such therapy within a time stipulated by the School at the time, the School reserves the right to suspend the Child from the School in order for the Parent to seek the relevant and appropriate therapeutic treatment for the Child.**
- 14.7 **Failure of the Parent to seek the abovementioned treatment for his/her Child within the time period stipulated by the School at that time, shall result in a material failure of the Parent to comply with this Agreement and the School shall be entitled, in addition to any other rights in law, to terminate this Agreement.**

15 SOCIAL SERVICES

The School is obliged by law to report any behaviour that it is aware of or becomes aware of that violates the Constitutional rights of the Child, to Social Welfare, Childline and/or the Child Protection Unit of the South African Police Services, whereafter such behaviour shall be investigated.

16 BREACH

Should either party breach the terms of this Agreement, including any provisions contained in the Hand Book, the other party may give them 10 (ten) business days notice in writing to remedy the breach, failing which they (in addition to any other rights they may have in this Agreement or in law) may cancel this Agreement immediately.

17 NOTICES & DOMICILIA

17.1 The School chooses its *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, at the Addresses and Contact Details set out hereunder.

MONAGHAN MONTESSORI

Physical Address: Monaghan Montessori School
SG 181, Monaghan Farm
Ashanti Road
Lanseria
1748

Postal Address: **Monaghan Farm Montessori School**
Monaghan Farm
P.O Box 37
Lanseria
1748

Telephone number: 012 285 0517
Cell phone number: 082 335 8317 / 082 719 6841
Email: info@farmschool.xyz

Website: www.farmschool.xyz
Banking details:

Account Holder	Oak Tree Education T/A Monaghan Montessori School
Bank	STANDARD BANK
Account Number	371 599 717
Branch code	009953

17.2 The Parent chooses his/her *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, at the Addresses and Contact Details set out in the Information Schedule.

18 CONTACT DETAILS OF PARENT

- 18.1 All required contact details of the Parent must be provided in the Information Schedule annexed to this Agreement.
- 18.2 Such contact details must be current and updated regularly.
- 18.3 **It is the responsibility of the Parent to inform the School immediately of any changes to these contact details.**
- 18.4 **The School shall not be held liable for any claims of whatsoever nature should the Parent fail to provide the School with his/her correct and current contact details.**

19 ACKNOWLEDGEMENT OF PARENT

- 19.1 **The Parent acknowledges that he/she has received and read the Hand Book of the School applicable at the time of signing of this Agreement, which Hand Book forms part of this Agreement, and is aware that such Hand Book shall be amended from time to time by the School and it is the duty of the Parent to acquaint themselves with the amended Hand Book.**
- 19.2 The Hand Book at any given time shall be available to the Parent from the School office.
- 19.3 The School shall deliver the amended Hand Book to the Parent via the method of delivery selected by the Parent in the Information Schedule.

19.4 Should the Parent fail to select a method of delivery and/or should the email address and/or fax number provided by the Parent be invalid, the amended Hand Book shall be sent via registered mail and the Parent shall be liable for the costs thereof.

20 PROTECTION OF PERSONAL INFORMATION

20.1 By entering into this Agreement the Parent acknowledges that personal information about the Parent and the Child will be used and processed by the School and shared with its representatives to the extent necessary to perform in terms of this Agreement and comply with relevant law.

20.2 The School will take appropriate security measures to ensure the personal information is kept secure and protected against unauthorized use or unlawful processing. The School will not use or disclose the personal information to third parties without the Parent's consent, unless the use or disclosure is required to carry out the performance of this Agreement; to comply with applicable law, order of court or legal process; and/or disclosure is necessary to protect and defend the legitimate interests of the School.

21 GENERAL

Sole Contract

21.1.1 This Agreement together with its annexures, schedules and the Hand Book constitutes the sole record of the agreement between the Parties. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

Amendments

21.1.2 Save as otherwise expressly provided, no addition to, variation, or consensual termination of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the duly authorised representatives of both Parties.

21.2 Governing law

This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of South Africa which is applicable to agreements executed and wholly performed within South Africa.

21.3 Waiver

No indulgence which either Party may grant to the other shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

21.4 Successors-in-title

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either Party shall be bound by this Agreement.

21.5 Counterpart

The signature by either Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as the other Party.

21.6 Severability

All provisions in this Agreement are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the commencement date.

Signed on this the ___ day of _____ 20__.

Signature of Parent /Guardian

Signed on this the ___ day of _____ 20__.

Signature of duly authorised representative
of Monaghan Montessori School