



2027

## **AGREEMENT**

AGREEMENT BETWEEN SNOETJIES AND SPROETJIES KLEUTERSKOOL  
(hereafter called the nursery school)

And

\_\_\_\_\_ ( hereinafter referred to as the Parent)

Since the parent is eager that his / her toddler/baby will attend an educational program under the guidance of the nursery school by day, and as the nursery school is desirable to allow the toddler / baby for the education program and to care for at a particular rate:

### **THEREFOR THE PARTIES AGREES AS FOLLOWS:**

#### **1. THE NURSERY SCHOOL UNDERTAKE TO:**

- 1.1 To allow the toddler /baby named \_\_\_\_\_ to follow and / or take care of an educational program.
- 1.2 To provide an adequate security area in which the educational program and care will be presented.
- 1.3 To contact the Parent immediately by telephone in case of a child's illness and / or injury.
- 1.4 To provide a parent's progress report at least every six (6) months / or six (6) monthly oral interviews with the Parent, if so requested.
- 1.5 To take children on educational trips or to offer them at the school.

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## 2. **THE PARENT UNDERTAKE:**

- 2.1 To complete the enrollment form and to provide the Nursery School within 7 days after the Toddler/baby has been enrolled at the school.
- 2.2 To keep punctually at the times as laid down by the Nursery School. Toddlers can be dropped off at school at 6:00. The final pick-up time of Toddlers is 17:00 for 17:30. After 17:30, penalty is charged.
- 2.3 That the Toddler/Babies medications and vaccinations are / will be adhered to in accordance with legal instructions.
- 2.4 If a toddler / baby receives medication, the parent must submit it to the teacher and complete the medicine register. No liability is accepted by the nursery school if the parent has failed to complete the medicine register. (See notice in communication book)
- 2.6 ***To pay the agreed rate before or on the first (1st day) of each month, monthly in cash or electronically to the Nursery school.***
- 2.7 To make alternative arrangements for the Toddler/Baby in the case of serious contagious illness at the Parent's own expense, and, if so, to not attend nursery school.
- 2.8 **To provide the Toddler/Baby with the items (Requirements package, Bedding and Bak-en Brou Fees) set out in communication book and as required. The Nursery school offers a package to you and can be bought at the office. Requirement list will also be in your communication book.**
- 2.9 If someone else, apart from the persons indicated on the entry form, collects the Baby/Toddler, the Parent/Guardian must pre-arrange with the Nursery School.

## 3. **TARRIFS:**

- 3.1 The following tariff schedule applies.
- 3.2 Please also note that parents, who retire for an intermittent school period, are still responsible for the payment of the full monthly school fees or then payment of the notice period as determined by contract and agreed by both parties.

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|                                      |                    | HALFDAY<br>(with breakfast)                       | FULL DAY<br>(breakfast and lunch)                 |
|--------------------------------------|--------------------|---------------------------------------------------|---------------------------------------------------|
| Registration fee                     |                    | R2400-00                                          | R2400-00                                          |
| 5 Days per week                      | Babies<br>Toddlers | R2900-00<br>R2800-00                              | R2950-00<br>R2850-00                              |
| 4 Days per week                      | Babies<br>Toddlers | R2800-00<br>R2700-00                              | R2850-00<br>R2750-00                              |
| 3 Days per week                      | Babies<br>Toddlers | R2700-00<br>R2600-00                              | R2750-00<br>R2650-00                              |
| Day visitors                         | Babies<br>Toddlers | R250-00<br>R250-00                                | R300-00<br>R300-00                                |
| Late payments                        |                    | R100-00 p.d. after<br>due day                     | R100-00 p.d. after<br>due day                     |
| Fine for late collection of toddlers |                    | R100-00 for every<br>half hour or part<br>thereof | R100-00 for every<br>half hour or part<br>thereof |

**The baby rate is valid until the baby can use a toilet independantly.**

3.3 The above rates are payable over 12 months. Toddlers who attend school in October and November are still responsible for December's school fees even if they give notice.

3.4 **School fees are payable before or on the first of the month. Electronic payments must be made in such a way that the funds are available by the first (1st) of the month. The toddler's name is used as a reference.**

3.5 ***The nursery schhol reserves the right to refuse entry of a child if school fees have not been paid and alternative arrangements have not been made with the Principal.***

**4. LEAVE:**

- 4.1 The nursery school will be closed during the official school celebrations asdetermined by the Gauteng Department of Education / but there will be supervision for the toddlers / babies or as arranged by the nursery school.
- 4.2 The nursery school will be closed on public holidays.
- 4.3 The teacher is entitled to 11 paid working days

4./ . . .

sick leave per year, provided that a medical certificate will be made available to the parents upon request.

- 4.4 The Nursery School will be closed the last week of the July holiday / or as arranged by the Nursery school.
- 4.5 The nursery school will close in December 1 week after the departmental schools and will open again 1 week in January before the departmental schools / or as pre-arranged.

## **5. PERMISSION:**

- 5.1 The Parent hereby grants permission that the Nursery school teacher (s) may take the Toddler/Baby to the nearest medical practitioner or casualty unit or Paramedics may call if necessary and that the Toddler/Baby medical treatment may be received at the Parent's expense if the parent can not be contacted by telephone and in case of emergency.
- 5.2 The Nursery School may discipline Toddlers, although no corporal punishment may ever be administered.

## **6. CANCELLATION:**

- 6.1 The parties are entitled to cancel this agreement mutually on the basis of two (2) calendar months written notice, provided that if the Parent fails to comply with the provisions of this agreement, the Nursery School will be entitled to give notice to the Parent in writing, to rectify such defect within three (3) days, in the absence of which the Nursery School will be entitled to cancel this agreement without further notice and recover such damage from the Parent, and Toddler / Baby is no longer taken care of and may be refused to attend the nursery school.
- 6.2 If a child's conduct / behavior is of such a nature as to endanger the other children, the Nursery School reserves the right to cancel the agreement with immediate effect after consultation with the Parents. If there is intentional property damage by a toddler, the parents will be held responsible for the damage's recovery.

**7. RECOVERY**

- 7.1 The Parents hereby agree that if he / she fails to make any payment before or on the due date and the Nursery School hand over such outstanding amount to an attorney or collector for collection, the Parent will be liable for all costs on an attorney's client scale, recovery commission at ten percent (10%) as well as all detection fees, if any.

**8. CLOTHING:**

- 8.1 The Parent will ensure that all the clothes and / or personal items of the Toddler / Baby are marked in a clear and readable way. Should the Parent fail to comply with this condition, the Nursery School will at all times not be held liable for any loss thereof.

**9. LIABILITY**

- 9.1 The Nursery school will not be held liable for any damage, including consequential damage that may be suffered by the Parent, Toddler / Baby or any other person arising from any contingency associated with the "Nursery school / Toddler Care".
- 9.2 The Parent waives any claims against the Nursery School resulting from bodily injuries sustained by the Child while under the care of the Nursery School staff, or at the Nursery School premises.

**10. FULL AGREEMENT**

- 10.1 The parties record that this Agreement, together with the Letters in communication books which are signed, are deemed to be an integral part of the agreement between the parties, the full agreement between the parties and no other agreement shall be of any force unless It is in writing and has been signed by all parties.
- 10.2 No warranties, companies or representations other than those contained in this agreement have been given or made by the parties.

## 11. **DOMICILUM**

- 11.1 The parties choose as their respective domicilium citandi et executandi where such party will accept service of any notice and / or process in terms of this agreement, the following addresses:

### **The Nurserty School:**

Snoetjies en Sproetjies Kleuterskool  
Antun Street 169  
SINOVILLE  
0182

### **The Parent:**

Street address

Postal address

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## 12. **INTERPRETATION:**

- 12.1 The parties agree that unless the contrary appears to be consistent, the male / female and the innocent include and reversed, the singular and plural and vice versa, and a natural person, a juristic person and vice versa. Referring to the Parent also includes the legal guardian (s) of a child.

## 13. **WAIVER:**

- 13.1 No concessions and / or additions granted by one party to the other shall be deemed to be a waiver of such party's right to require punctual and specific compliance with each and every provision of this agreement. In particular, the parties agree that it will not be deemed a novelty of this agreement and will not constitute a basis for the amendment of this agreement.

**14. LANGUAGE:**

- 14.1 The parties hereby acknowledge that this agreement has been prepared in the language of their choice and that they are fully aware of the content, meaning and effect of this agreement.

**DONE AND SIGNED PRETORIA ON THIS \_\_\_\_ DAY OF**

\_\_\_\_\_.

\_\_\_\_\_  
**PRINCIPAL : NURSERY SCHOOL**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**FATHER**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**MOTHER**

**Bank details**

M.J. Cilliers  
Absa Sinoville  
Tjek Account  
No 5260150806  
Cel 0825724865