



1 Duiker Vlei Road, Bothasig, 7441
Tel: 082 781 1515
admin@piccolomontessori.co.za

SERVICE AGREEMENT

Entered into between

Piccolo Montessori, a school operating as a Montessori Pre-School at 1 Duiker Vlei Road, Bothasig
("the premises")

Hereinafter referred to as "Piccolo Montessori" or "the school" and

Full name of parent or legal guardian

Identity number

and

Full name of second parent or legal guardian

Identity number

(Hereinafter collectively referred to as "the parties to this Service Agreement").

In terms of the service agreement the following is agreed:

Piccolo Montessori shall render educational services to

Name of child: _____ ("the Child") for the period commencing on: _____

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SCHOOL FEES FOR 2024 (Morning Lessons to 1 pm)

The parent(s) and/or legal guardian(s) of the Child that are party to this Service Agreement is/are liable individually or jointly and severally liable for the payment of the school Fees. Upon signature of this Service Agreement, the School Fees become due and payable by the parent(s) and/or legal guardian(s) of the Child, irrespective of whether the Child attends Piccolo Montessori.

The Child's school fees for **the year 2024** are **R27 600** ("the school Fees").

Piccolo Montessori shall provide the parent(s) and/or legal guardian(s) of the Child the option to pay the school Fees in 3 ways:

1. **12 instalments** of equal value (R2300 per month x 12 months), each instalment being payable before or on the 1st day of each month from 1st January 2024 until 1 December 2024;
2. **4 instalments** of equal value (R6900 x 4 terms), each instalment being payable on the 1st day of each term (Piccolo follows the Western Cape Department of Education school terms); or
3. **Full amount payable** for the year of 2024 (R27 600) by 1st February 2024, a 5% discount will be offered for this form of payment = R26 200 payment.

Interest at a rate of 15% per annum shall be charged by Piccolo Montessori on all overdue payments.

An invoice shall be rendered by the school by the 25th or 26th of each month for the amount payable.

Any School Fees paid in advance to Piccolo Montessori shall be to the benefit of Piccolo Montessori and any interest earned on such amounts by Piccolo Montessori will accrue to them.

The school fees payable for each subsequent year shall be communicated by the school to the parent(s) and/or legal guardian(s) of the Child on or before 31 October of the previous year.

The parent(s) and/or legal guardian(s) of the Child shall have 20 business days to consider the new school fees for the subsequent year.

Failure by the parent(s) and/or legal guardian(s) of the Child to accept the new school fees as communicated shall constitute a non-renewal of this Service Agreement.

After the 20 business days, acceptance of the new school fees shall be deemed and notification of acceptance from the parent(s) and/or legal guardian(s) of the Child shall not be required.

Acceptance by the parent(s) and/or legal guardian(s) of the Child of the new school fees payable will constitute an agreed renewal of this Service Agreement.

Save for the new school fees and new after school care fees payable, all the terms of this Service Agreement shall apply to the renewed Service Agreement.

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AFTER SCHOOL CARE FEES - 2024

The Child's afterschool care fee is paid monthly and is as follows:

Aftercare from 1pm to 3pm are a total of:

R500 per month (equating to R2800 per month for care until 3pm)

Alternatively Aftercare:

1pm to 5pm: R800 (equating to R3100 per month for care until 5pm)

HOLIDAY CARE

We follow the Western Cape Education Departments calendar

NB: Our educational program is closed during the school holidays, but we offer a Holiday Club. The fee for this is **R50 till 1pm** and **R70 till 5pm**. Whatever time you normally fetch your child during the school term, the same time will apply in Holiday Club.

An invoice shall be rendered by Piccolo Montessori by the 25th of each month for the amount payable. The amount payable to the school in respect of after school care fees shall be in addition to the school fees payable in terms of this Service Agreement or renewed Service Agreement. After school care fees are also paid in advance.

METHOD OF PAYMENT:

The parent(s) and/or legal guardian(s) of the Child shall pay the school Fees that are due and payable by way of an electronic fund transfer, direct deposit, or cheque payment into the following bank account of Piccolo Montessori:

Name: Piccolo Montessori

FNB N1 City (Cheque account)

Account Number: 62 85 42 17 207

Branch Code: 250 655

Piccolo Montessori shall accept cash payments by prearrangement. A receipt for all cash payments shall be obtained by the parent(s) and/or legal guardian(s) from Piccolo Montessori upon payment. The Child's name and surname shall be used as reference.

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RULES OF CONDUCT

The parent(s) and/or legal guardian(s) of the Child bind themselves in their capacity, and the Child in their capacity as the parent(s) and/or legal guardian(s) of the Child, to the rules of conduct currently in place at Piccolo Montessori and any rule of conduct to be determined at a later stage by Piccolo Montessori pre-school.

NB: Any new applicant will have a one-months' probation period to ascertain if the child is suitable for the class of placement. If he or she is not suitable, two weeks' notice will be given for replacement to another school. This has no relation to the one orientation day.

INDEMNITY

The Child and the parent(s) and/or legal guardian(s) of the Child indemnify Piccolo Montessori against all injuries on the playground or in the classroom, losses, damages, costs or expenses (whether direct or indirect) which the Child and/or the parent(s) and/or legal guardian(s) of the Child may suffer or incur as well as all and any claims which may be brought against the Child and/or parent(s) and/or legal guardian(s) of the Child by any third party in respect of any loss, liability (whether actual, contingent, or otherwise), damage, costs and expenses of any nature whatsoever as a consequence of or which may arise from or be attributable to the breach by Piccolo Montessori of any of the provisions of this agreement or any act or omission on the part of Piccolo Montessori or from any other cause whatsoever.

But without derogating from the generality of the above, this indemnity shall also apply to all extra-mural activities and to the rendering of all educational services by Piccolo Montessori both on the premises of Piccolo Montessori and elsewhere.

CANCELLATION BY PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE CHILD

This Service Agreement or the renewed service agreement is a fixed-term contract and is automatically renewed annually, should no notice be received, and is subject to the usual annual increase of school fees.

In the event of premature cancellation of this Service Agreement or renewed service agreement, the parent(s) and/or legal guardian(s) of the Child shall give Piccolo Montessori 20 (twenty) business days, or one calendar month written notice of such cancellation. Piccolo Montessori shall be entitled to a reasonable cancellation fee in the event of a premature termination of this Service Agreement. For this Service Agreement, a "reasonable cancellation fee" shall mean, the fees payable for one month.

NB: A 2-month notice is required between January to September. A 3-month notice is required from October.

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CANCELLATION BY PICCOLO MONTESSORI

Non-compliance with any rules of conduct, any term of this Service Agreement, the Piccolo Montessori constitution or any resolution by a Piccolo Montessori School Committee, shall constitute a material breach of this Service Agreement.

A material breach as referred to in clause 4 above shall entitle Piccolo Montessori to give 20 (twenty) business days written notice (“the Notice Period”) to the parent(s) and/or legal guardian(s) of the Child requesting the rectification of the non-compliance / breach within the Notice Period. Piccolo Montessori shall have the option to terminate this Service Agreement after the 20 (twenty) business days, should the reported non-compliance/breach not be rectified.

Notwithstanding the above, Piccolo Montessori shall have the right to limit the access of a parent(s) and/or legal guardian(s) of the Child or the Child to the premises should their non-compliance pose a safety risk to any child in their care or to a staff member.

CHOSEN EMAIL ADDRESS FOR ALL NOTICES

All notices in respect of this Service Agreement to Piccolo Montessori shall be sent to MontessoriCapeTown@gmail.com. All notices in respect of this Service Agreement to the parent(s) and/or legal guardian(s) of the Child shall be sent to (insert name and email addresses of all the other signatories hereto):

_____ (Parent 1)

_____ (Parent 2)

JURISDICTION

The parties to this Service Agreement consent and submit to the jurisdiction of the Magistrate’s Court, in any dispute arising from or in connection with this Service Agreement.

LEGAL COSTS

If in proceedings relating to this Service Agreement, a court awards costs to Piccolo Montessori, the parties to this Service Agreement hereby agree that such costs, shall be determined and recoverable by Piccolo Montessori from against whom that costs award has been made, jointly and severally, on the scale as between attorney and own client and shall include all collection charges, and any costs incurred by Piccolo Montessori in endeavouring to enforce such rights before the institution of legal proceedings and the costs incurred by Piccolo Montessori in connection with the satisfaction or enforcement of any judgment granted in favour of it in terms of this agreement.

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GENERAL

The parent(s) and/or legal guardian(s) of the Child undertakes to ensure that the Child has all the necessary inoculations/vaccinations before attending at the premises of Piccolo Montessori and the inoculation/vaccination certificate/card shall be provided to Piccolo Montessori on request.

SCHOOL HOURS

The school opens at 7:20 am. The parent(s) and/or legal guardian(s) shall ensure that the Child is inside the premises by 8:25 am so that we can start our morning program on time. Closing time is 5 pm.

The parent(s), legal guardian(s), or appointed person (who has previously been introduced by the parent(s) and/or legal guardian(s) of the Child, shall escort the Child to the front door of the school and hand the child over to a teacher on duty. Please exercise caution in the traffic.

The Child shall be collected from the premises by no later than 1pm (half day option), 3pm option or 5pm for full day option. Late collection will be charged at the rate of R20.00 per every 10 minutes late.

EXTRA-MURAL ACTIVITIES

Extra-mural activities rendered by a service provider on the premises of Piccolo Montessori are optional extras. If the Child participates in an extra-mural activity the parent(s) and/or legal guardian(s) of the Child consent to the participation by the Child in such an extra-mural activity and agrees to be liable to the service provider of such an extra-mural activity, should there be any additional costs associated with the Child's participation in the extra-mural activity.

Any additional costs associated with the Child's participation in the extra-mural activity shall be communicated by the service provider to the parent(s) and/or legal guardian(s) of the Child prior to the Child's participation in the extra-mural activity.

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FINANCIAL MATTERS

Full Week:

1pm = R2300

3pm = R2800

3-5pm = R3100

Holiday Club:

R50 for children that would leave at 1 pm usually

R70 for children that would leave at 3 or 5 pm usually

Late collection after 5 pm:

Please pay the teacher directly in cash or via Yoco.

For 10 minutes or part thereof = x R20/10 mins.

Ad hoc Arrangements:

Parents that must attend a meeting, work late etc. must please prearrange for this extended day.

1pm to 3pm = R30 per day or 1pm to 5pm = R40 per day.

3pm to 5pm = R20 per day.

Payable via Yoco/cash/Eft that same day.

Late collection after 1pm or 3pm:

There are a number of parents that are habitually late for the 1pm/3pm collection. Ad hoc rates will apply.

Late for 1pm collection = R30

Late for 3pm collection = R20

Payable via Yoco/cash/Eft that same day.

Market Days/Tuck Shop/Concert Tickets:

These can be done via Yoco or will be added to your invoice.

Lifting Arrangements:

We use an independent lift service. You will be given Andre's number, should you require this service.

Movie Nights:

Pay the teachers directly via cash or Yoco.

Extramural Clubs:

Please pay the provider directly via EFT.

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We confirm that we have read the Piccolo Montessori's Handbook/manual and have availed ourselves of all the information

_____ (Mom) _____ (Dad)

Our child's inoculations are up to date: _____ (Mom) _____ (Dad)

This agreement is dated at _____ on this the _____ day of _____ 2024

Signature of Mother / Legal Guardian _____ (Sign)

Full Names: _____

Identity Number: _____

Physical Address: _____

Signature of Father / Legal Guardian _____ (Sign)

Full Names: _____

Identity Number: _____

Physical Address: _____

Signature of Principal/Administrator of Piccolo Montessori

Full Names: _____

On behalf of Piccolo Montessori School: _____

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