

# TERMS AND CONDITIONS OF ENROLMENT

# INTERPRETATION

**"Enrolment"** shall mean the moment from which any legal guardian of the intended scholar has completed and submitted all the documentation required by the school for the prospective learners' anticipated attendance and a representative of the school has informed the particular guardian in writing that the application has been accepted and the registration fee has been paid in full.

**"School"** means the Little Corner House Montessori Nursery, a school with a Christian ethos providing tuition in English and Afrikaans.

"Learner" means any child enrolled with the school and/or any child anticipated and/or expected to become enrolled at the school.

**"Extra and Co-Curricular Activities"** means the additional activities which are offered at the school and which may be on or off the school premises. These costs may be in addition to school tuition fees or may be included in the school tuition fees.

**"Registration Fee"** means once-off registration fee payable to the school upon successful enrolment of the child/children. The Registration Fee is non-refundable.

**"Fees"** shall mean any fee relating to an anticipated or current scholar and his or her extra and cocurricular activities or otherwise, which is due and payable to the school, including but not limited to, the registration fees, administration fees, school tuition fees and aftercare fees.

### INDEMNITY

I hereby consent to the care-giver acting *"in loco parentis"* whilst the child attends the school or participates in any extra- or co-curricular activities of the school, including but not limited to games, sporting activities, educational tours and excursions.

I hereby indemnify, hold harmless and absolve the school, board of directors, directresses, head directress, teachers, staff, employees or agents of the school against all or any loss, damage (direct, indirect, consequential or otherwise) or injury, expenses (including medical expenses), costs (including legal costs) suffered and/or incurred by the (learner) child in or on the premises of the school or in the course of any activity of the School, including but not limited to games, sporting activities, educational tours and excursions or in consequence of any other act or omission of whatsoever nature and howsoever arising.

#### ADMISSION

I agree that until such time as the payment of the Registration Fee has been made in full (and proof thereof has been furnished to the school), the child (learner) will not enjoy the benefit of a secured place on the school's enrolment list.

- I accept and understand that enrolment of my child will also be conditional upon:
- · The satisfactory completion and signature of this document;
- The acceptance of the School's Policies, Procedures, Guidelines and Parent's Handbook (furnished herewith/attached hereto) and as may be amended from time to time;
- The provision by the parent/guardian of all the information of the Scholar as required by the School;
- · There being a place available for the child;
- The Head Directress and class Directress having assessed that the child is academically and emotionally capable of entering the school environment.

### FEE STRUCTURE

I have familiarised myself with and understand and accept the Fee Structure of the school (enclosed herewith) and I am aware of the additional costs and fees as set out in the Fee Structure in this document. I am also aware and accept that additional costs and fees are not identified in the Fee Structure may be added to my school account.

**I understand and accept** that all fees (including term fees) are payable in advance by the 1st of each month (term fees 1 January, 1 April, 1 July, 1 October) except for aftercare and holiday care which is payable in arrears. I understand that all fees are payable via debit order or EFT.

**I understand and accept** that there are no refunds for absence due to holidays, illness or suspension from the school.

**I understand and accept** that no notice of termination of enrolment in the Preschool may be given at the end of October/beginning of November for December.

I understand and accept that I may not withhold fees from the school for any reason.

**I understand and accept** that upon receipt of any invoice from the school relating to any fee, I shall notify the school in writing within five (5) working days from receipt of the invoice, of any dispute or concerns I may have as to the fee itself or the amount thereof.

should I not query or dispute the invoiced fee within five (5) working days, it shall be deemed that I have accepted and acknowledged liability for the full amount reflected on the invoice which shall be payable in accordance with the fee structure.

Should I fail to make payment of the amount aforesaid I accept and understand that the school may issue summons against me from any competent court, in respect of that amount, interest thereon and all costs incurred, including legal costs for the recovery of the outstanding amount and may apply for summary judgement.

In the event that the school institutes action against me for the non-payment of any amount due by me, I will be liable for all legal costs (including legal costs on the scale as between attorney and own client) incurred for the recovery of such amounts.

## **TERMINATION OF ENROLMENT**

In the event that I decide to terminate the Scholar's enrolment at the School I agree to provide:  $\cdot$  one full month's notice in the Preschool

• This will be done in writing in the event I decide to remove my child from the School. If less notice is given, or in the event that no notice is given, I understand and accept that fees equal to one month will be payable as Cancellation Fee.

In the following circumstances, the School may terminate the enrolment of a Scholar with one month's notice and the parent will not be entitled to any refunds from the School:

• If the information requested by the school and provided by the parent/guardian proves to be materially false.

- If the parent/guardian is in breach of their obligation to pay their school account.
- If the parent/guardian fails to comply with the school's **Policies and Procedures** as set out in the Parents Handbook and **Policies and Procedures**. (A copy is issued to the parent/guardian of each child upon enrolment and is updated on *www.littlecornerhouse.co.za*)

It is found that a parent did not disclose concerns such as physical, mental or psychological behavioural issues with regards to the child that the parent(s)/ guardian(s) may have been aware of prior to enrolment.

• If it is found that the child is too disruptive in the environment, or harmful to other children, and all reasonable efforts to normalise the child has failed.

# TERMINATION OF AN EXTRA OR CO-CURRICULAR SERVICE

If the number of learners for after care, an extra- or co-curricular activity or any other activity offered by the school within or over and above tuition, are too few, the school reserves the right to terminate this service without prior consent from the parent/guardian.

## MEDICAL, REMEDIAL, THERAPY AND/OR BEHAVIOURAL INTERVENTION

I agree to address the concerns of the head directress and/or directress concerning any medical, remedial, therapy and/or anti-social behavioural issues that may arise with regard to the child. I further agree that I will not hold the school liable if I choose not to address the concerns of the head directress and/or directress.

## INSURANCE

It is the responsibility of the parent/guardians to take adequate insurance to cover any loss or damage to any property of the child or themselves.

## ARBITRATION

Any other dispute not relating to the payment of fees arising out of this agreement or its interpretation or their respective rights and obligations under this agreement or its cancellation or any matter arising out of its cancellation, shall be finally resolved in accordance with Rules of the Arbitration Foundation of Southern Africa.

## AGREEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

By my signature hereto I accept, understand and agree to abide by these Terms and Conditions together with the Policies and Procedures Guidelines of the School. I further understand that the School reserves the right to amend these Terms and Conditions and the Policies and Procedures of the School if and when required from time to time and the changes will become effective when published on the School's website *www.littlecornerhouse.co.za* 

Signed at										on	this			d	ay of	20		
NAME Pa	rent	1/Gu	iardio	an			NAME Parent 2/Guardian											

SIGNATURE Parent 1/Guardian

SIGNATURE Parent 2/Guardian