

PARENT AGREEMENT

CONDITIONS OF ENTRY AND ATTENDANCE

These conditions of Entry and Attendance ("Conditions"). Duly executed, shall be required to be submitted before the student is considered for acceptance by Zenith Montessori (the school), and shall govern the student's attendance at the school, until duly terminated, replaced or renewed by further written agreement between the parties.

This agreement is entered into and between:

Zenith Montessori (Pty) Ltd registration number 2016/489763/07

And

Mr/Mrs, _____
(full name and surname of parent/legal guardian)

Mr/Mrs, _____
(full name and surname of parent/legal guardian)

Being the parent/guardian of my son/daughter

_____
(full name, surname and identity number/passport number of the student)

Of

_____

_____

_____

(residential address) *(postal code)* _____

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Instructions to parent/s:

1. Zenith Montessori conditions are to be completed, signed, initialled and dated in respect of each student on an annual basis and submitted to the school timeously in order to simplify record keeping by our administrator;
2. The details of parents/guardians must be completed on page 1(one) and parents/guardians must sign, initial and date the signature page of the conditions. In the event of only one parent signing the conditions, please provide the school with an acceptable reason for doing so;
3. Please note that no amendments by the parent//guardians to these conditions will be accepted.

I/We hereby agree and acknowledge the following:

DURATION

1. This agreement shall endure for a fixed period or until duly terminated, replaced or renewed by further written agreement between the parties, regardless of the date of signature.

FEES AND CHARGES

2. I/We shall pay Zenith Montessori (the "School") such fees and registration for the education and supply goods and services to the student as shall be fixed by the school in its sole discretion from time to time. I/We have been provided with a copy of the school fees payment options and fee structure and I/We shall be bound by any modification of the payment structure introduced by the school, at its sole discretion, by giving us no less than 1 (one) months' notice thereof. Parents also acknowledge that school fees will/may increase by up to 10% annually;

3. **In respect of new students only:** A non-refundable placement fee is payable on the school's acceptance of the student of which placement fee will guarantee the student's place at Zenith Montessori and/or placement on the waiting list should the school be at full capacity upon entry into the school. This fee is non-refundable except in the event that the reservation is cancelled due to death or hospitalisation of the person (student) for whose benefit the reservation has been made, the full amount will be refunded;

4. This acceptance of the Conditions of Entry ("the Conditions") renders me/us jointly and severally liable (which means one parent/guardian may be held individually liable for the entire account) for payment of the student's school fees account*.

*Should only one parent/guardian be legally liable for the payment of the student's school fees accounts (e.g. In terms of a divorce order), this clause 4 (four) shall only apply to the parent/guardian liable for such payment, notwithstanding signature of these conditions by both parents/guardians.

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5. The fees for each term/month are due and payable in advance via EFT by the 5th of each month for 12 (twelve) months (January - December), as per the school's published fee structure;

5.1 Failure to make timeous payment of due amounts shall be deemed to be a material breach of this agreement and in such case the school (Zenith Montessori) may, at their entire discretion, cancel this agreement in the event that the arrear due amounts (interest charges/penalties included) are not paid to the school within the notice period given to rectify such breach. In such an event, the student will not be allowed to return to school;

5.2 Nothing in clause 5 (five) will prejudice the rights of the school to claim damages and arrear amounts in the appropriate forum;

5.3 School fees are applicable throughout the enrolment period regardless of absenteeism, including but not limited to school holidays.

6. Outstanding amounts shall bear interest which will be calculated from the first day of the relevant term/month to the date that the fees are received in full. An admin fee of 5% per month and/or the maximum interest rate as prescribed by the National Credit Act from time to time, will apply;

7. Should I/We wish to withdraw the student from the school at any time prior to the expiration of the period set out in clause 1 (one) ("early cancellation"), I/We shall be obliged to give at least 1 (one) month's written notice ("notice period") of such cancellation, which notice period shall be inclusive of school holidays. **NO NOTICE WILL BE ACCEPTED FOR THE MONTHS OF NOVEMBER & DECEMBER. (CHILDREN ARE EXPECTED TO COMPLETE THE YEAR WITH US & PARENTS ARE LIABLE FOR THE FEES THEREOF.)**

7.1 Upon such early cancellation I/We shall be liable to the school for payment in respect of;

7.1.1 The fees owing to the school up to and including the last day of the notice period and;

7.1.2 A cancellation penalty which shall be equal to:

- 1 (one) month's fees (after deduction of the fees payable during the notice period) if the notice is given in the first week of the students proposed final month; or;
- If the notice is given later than the first week as aforesaid, the cancellation penalty shall be equal to the fees which would have been payable for the month in which the notice is given as well as for the ensuing month.
- If the notice is given within or for the months of November & December, school fees are still payable.

8. Payment in respect of clause 7.1 shall be calculated as follows:

8.1.1 Where I/We have selected the annual fee payment option, payment shall be calculated based on the term fee payment option;

8.1.2 Where I/We have selected the term fee payment option, payment shall be calculated based on the term fee payment option;

8.1.3 Where I/We have selected the monthly fee payment option, payment shall be calculated based on the monthly fee payment option;

8.2 All payments due in respect of clause 7.1.2 shall exclude any sibling discount;

8.3 We acknowledge that the cancellation penalty is reasonable in contemplation of the agreement enduring for its fixed term;

8.4 The student shall be entitled to remain at the school during the notice period and for the period in respect of which the cancellation penalty is calculated, subject to compliance with the remaining months and conditions of this agreement.

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MEDICAL CONDITIONS

9. I/We undertake to timeously disclose to the school full details of any medical condition suffered by the student and/or in respect of which the student may be at risk.

IN LOCO PARENTIS

10. The school (Zenith Montessori) is authorised and empowered to act in loco parentis (meaning in the legal place and instead of the student's guardian and/or parent) in respect of the student, when specific authority cannot reasonably be sought in time, including, but not limited to, the giving of consent for any reasonable medical treatment or medical operation which in the opinion of the school (Zenith Montessori) is necessary and parents will be liable for the medical costs as a consequence thereof.

SCHOOL POLICIES

11. I/We have read, understood, accept and agree to all the terms and conditions of the Attendance Policy, Illness Policy, Food Policy, Safety Policy, Extra Mural, Drop and Go Policy and the consequences for any behaviour constituting any breach thereof. I/We acknowledge and agree that I/We will be bound by the provisions of any other policy implemented by the school from time to time, which regulates attendance and behaviour at the school and/or required from the students and any other matter deemed necessary or desirable by the school for the purposes of its administration. I/We agree to be bound thereby and by any substitution, modification or addition to any policy which the school may, at its sole discretion, bring into effect from time to time by giving written notice thereof.

12. Any alleged misconduct will be dealt with in accordance with the provisions of the Policies and Code of Conduct implemented by the school from time to time which regulates attendance and behaviour at the school and/or required from the students, in which event no rebate of fees will be allowed should the student/parents be found in contravention of the aforementioned policies.
13. I/We acknowledge that I/we have read and understand all policies as well as accept all policies mentioned, and those that have not been mentioned yet.

PARENT SUPPORT

14. I/We will support teachers in their educational endeavours and work co-operatively with the school in all areas regarding the student's education;
15. I/We acknowledge that it is a material term of this agreement that I/We will not conduct ourselves in such a way as to bring into disrepute and that, should we do so, the school shall be entitled to terminate this agreement and the enrolment of the student at the school accordingly, upon the school giving us notice to such effect, if such behaviour has not been rectified, including an apology where applicable within such notice period;

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16. It is my/our responsibility to advise the school of any changes in family circumstances which may affect the life of the student and/or his/her abilities to properly undertake and complete his/her educational or extra mural activities.

SCHOOL ACTIVITES

17. I/We give consent to the student taking part in all activities of the school, including extra-mural activities such as games, sports and educational tours. However, while the school will take all reasonable precautions to ensure the safety and well-being of the student, these activities may be undertaken in an environment that cannot be controlled or regulated by the school and involve certain inherent risks which may include serious injury and/or death.

The clauses below limit and exclude obligations, liabilities and legal responsibilities which the school and other persons may have towards the student, parents/legal guardians and limit their rights and remedies.

18. I/We acknowledge and agree that neither the school, staff, employees, nor any contractor formally engaged by the school to coach such sport (collectively "the indemnified persons") shall be liable for any loss or damage of whatever nature (including but not limited to loss or damage to property, injury or death) and howsoever arising, including without limitations any loss or damage in connection with:

    18.1 The student's attendance at the school and/or;
    18.2 Participation in any activities of the school (including extra mural activities such as games, sports, educational tours and/or;
    18.3 The student's presence on the school's premises and/or;
    18.4 Arising during transportation of the student by or on behalf of the school, to or from another place.

19. Nothing contained in clause 18 above shall be deemed to exclude any loss, damage, injury or death arising directly as a result of the wilful default or gross negligence of the school or any person acting for or controlled by the school (for the purpose of this clause 19, a fellow student of the school shall not be deemed to be "controlled" by the school);

20. I/We have been advised to take adequate insurance to cover any loss or damage or injury or death for which the school or any other indemnified person is not liable pursuant to clause 18 above.

HOLIDAY CARE

21. We agree to the following under section 21, regarding the Holiday Care Program:
    21.1 Commencement of Holiday Care will be dependent on the number of applications/enrolments received, as a minimum of 10 children are required to run the Holiday Care Program.
    21.2 December Holidays are fully excluded from the Holiday Care Program. Zenith Montessori will be completely closed for the entirety of the festive holiday each year.

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21.3 Notices regarding applications/enrolments for the Holiday Care Program will be sent out prior to each holiday.
21.4 Applications/enrolments for each holiday must be submitted before/on the cut-off date provided on the notice mentioned in section 21.3.
21.5 Holiday Care will be charged at an additional daily rate as specified within the Holiday Care application/enrolment form and/or the notice mentioned in section 21.3
21.6 The Holiday Care Program concludes promptly at 14h00 each day. Any late collections will be charged accordingly, in line with Zenith Montessori's late collection policy/fee structure.
21.7 The Holiday Care Program is set out prior to commencement; full holiday attendance is not compulsory, thus the days of attendance can be chosen upon application/enrolment as mentioned in section 21.4.

PROTECTION OF PERSONAL INFORMATION

22. "Personal Information" as referred to in this agreement includes the following:
21.1 Identifying information, including information relating to the name, gender, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, identity number and birth in respect of the parent/s and/or the student;
21.2 Medical history in respect of the student;
21.3 Financial history/credit worthiness in respect of the parent/s, and;
21.4 Contact details in respect of the parent/s and the student.

23. Where necessary for the school in order to maintain proper records and to perform its functions, by entering into this agreement, and unless I/We at any time instruct the school expressly and in writing to the contrary, I/We consent to the school collecting, storing and updating personal information about me/us and/or the student.

24. I/We give consent to the school disseminating my/our names and/or contact details only to Zenith Montessori staff or other responsible persons engaged or authorised by the school for school related purposes only, unless I/We instruct the school at any time in writing to the contrary.

25. I/We give consent to the school providing a reference and supplying information, which may include Personal Information, in respect of the student to any educational institution that I/We propose the student may attend.

26. The school shall take:
25.1 Reasonable practical steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary, and
25.2 Appropriate measures to prevent loss of, damage to and/or unauthorised destruction of and unauthorised access to the Personal Information.

27. I/We hereby give consent to the school using any still photography and/or likeness, with or without the name, of the student and/or audio visual footage in any printed material or other mediums for the purpose of celebrating the school or the student's activities, achievements or successes and for the marketing of the school.

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DOMICILIUM

I/We appoint my/our residential address stated above in the preamble as the address at which all notices may be given and all legal process may be served. In the event that my/our residential address in the preamble is not completed, my/our residential address as completed in the Application for Admission shall serve as my/our domicilium. Any such notice shall, unless the contrary is proved, be deemed to have been received by me/us at the said address:

- If it is delivered by hand, on the date on which it is so delivered or;
- If it is delivered by email on the date of transmission thereof or;
- If it is sent by prepaid registered mail, on the third day after it has been posted.

28. I/We will advise the administrator of the school in writing, of any changes in my/our contact details or of my/our domicilium. (Please note however that Zenith Montessori is going green as much as possible and correspondence will be sent electronically wherever possible.)

JURISTRICTION

29. I/We give consent, in terms of section 45 of the Magistrates' Court Act, 1994, to the non-exclusive jurisdiction of any Magistrates' Court having jurisdiction in terms of Section 28 of the Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of the Magistrates' Court.

BREACH

30. Should the school have to take legal action pursuant to a breach of these Conditions, the school shall be entitled to recover from me/us all the school's legal costs incurred on the scale between attorney and my own client or as determined by the court of law of Tribunal where the legal matter will be adjudicated, including tracing fees and collection commission paid by the school to its attorneys.

GENERAL

31. These conditions do not purport to contain all the terms and conditions on which the student is accepted as such at the school. The student's attendance at the school, and my/our obligations in respect thereof may be subject to other terms and conditions elsewhere recorded or otherwise agreed upon, notwithstanding the foregoing. No variation or amendment of the provisions contained in these Conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the school and the parent/guardian.

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32. Clause headings are for convenience only and are not to be used in the interpretation of this agreement.

I/We have read, understood, accepted and agreed to the terms and conditions above and we acknowledge that we have been given sufficient opportunity to read and comprehend their provisions and that the fact, nature and effect of the provisions recorded above have been drawn to our attention.

Signed at _____ on the ____ of _____2026

_____
SIGNATURE
Parent/Guardian

_____
SIGNATURE
Parent/Guardian

(Please ensure that each page is initialled on the bottom right corner of each page by each Parent/Guardian)

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Zenith Montessori Pty Ltd. Registration Number: 2016/489763/07.
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