

ONE IN A MINION



# Mighty Minions Preschool

30 Haak-en-Steek Avenue

Weltevredenpark

Johannesburg

1709

Contact Number: 076 022 2032

Email: [michelle@mightyminions.co.za](mailto:michelle@mightyminions.co.za)

Website: [www.mightyminionsschool.wixsite.com](http://www.mightyminionsschool.wixsite.com)

## ENROLLMENT AGREEMENT

Between

Mighty Minions

And

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(Parent / Guardian)

In Respect of attendance at the school by

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(Pupil)

.....

*Michelle O'Brien*  
Principal

 076 022 2032

 30 Haak en Steek Str; Weltevreden Park

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# Mighty Minions Preschool

## 1. HOURS OF TUITION / CARE REQUIRED

- 1.1 06h45 – 14h30: Includes breakfast, lunch & snack : \_\_\_\_\_  
1.2 06h45 – 17:30: Includes breakfast, lunch & 2 snacks : \_\_\_\_\_  
1.3 Starting Date : \_\_\_\_\_

## 2. COLLECTION OF PUPIL

The Pupil will be collected daily from school by: \_\_\_\_\_

(Nominated Person / People)

In the event that anyone other than the nominated person is assigned to collect the pupil, the Parent / Guardian must provide written confirmation.

## 3. NON-REFUNDABLE REGISTRATION FEE

A **yearly registration fee** of R1 000.00 is payable on the signing of this agreement. This fee is not refundable.

## 4. FEES

4.1 The fee in respect of the tuition / care required is R\_\_\_\_\_per year and must be paid 12 equal payments of R\_\_\_\_\_(Including December)

4.2 I, the Parent / Guardian elect to pay the fees as follows:

4.2.1 Yearly fee of R\_\_\_\_\_payable in advance of each new year whereby I shall receive a discount of 10% R\_\_\_\_\_

4.2.2 Termly fee of R\_\_\_\_\_payable in advance of each new term whereby I shall receive a discount of 5% R\_\_\_\_\_

4.2.3 Monthly fee of R\_\_\_\_\_payable on the first day of each calendar month. Twelve (12) instalments must be paid per year.

4.3 Fees are subject to an annual escalation and increases will normally be effective from January of each year.



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- 4.3.1** Fees are payable **STRICTLY** in advance on the first working day of each month
- 4.3.2** A **late payment charge of R250.00** is affected if fees are not paid by the 3<sup>rd</sup> day of the month. If fees have not been received by the 7<sup>th</sup> of the month, your child will be suspended until payment has been received. If payment has still not been received by the 15<sup>th</sup> of the month, your child's placement will be lost.
- 4.3.3** School fees are **NOT** refundable.
- 4.3.4** School fees are not subject to discount / refund for days missed due to holidays or absence due to ill health.
- 4.3.5** Fees exclude nappies and formula
- 4.4** Extra murals are charged separately.
- 4.5** 7% discount will apply for second sibling who attends during same period.
- 4.6** Holiday program
- Half day excluding holiday program – R3 580.00
  - Full day excluding holiday program – R4 235.00
  - Half day including holiday program – R4 105.00
  - Full day including holiday program – R4 755.00

## **BREACH**

In the event of either party being in breach of any of the terms of this agreement and failing to remedy such breach within a period of three days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or in law, to:

- Claim specific performance of the terms of this agreement as well as such damages which it may have suffered
- Cancel this agreement and claim damages, or
- Keep this agreement in force and recover such damages as it may have suffered because of such breach

## **5. NOTICE**

One Calendar month written notice must be given by the Parent / Guardian of the intention to withdraw the Pupil from the school. Failure to provide such notice will result in the Parent / Guardian being liable for paying a full month's fees in lieu of notice. No notice will be



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accepted for the last quarter of every year excluding December. Please sign on the line to confirm that you have read and understood the notice clause.

Signature: \_\_\_\_\_

## 6. HOLIDAYS

The school will be open throughout the year with exception of public holidays and the December holidays. The school will also be closed for two extra days over the Easter weekend period. If a public holiday falls on a Tuesday or Thursday throughout the year, the Monday or Friday will be declared a school holiday.

## 7. LATE COLLECTIONS

There is a late collection charge of R50 for every 15 minutes for children collected from school any time after 17h30. Half day pupils collected late, after 14h30 will be charged an aftercare fee of R100.00 per hour or part thereof.

## 8. COMMUNICATION

Each child will have communication file to keep record of work done and achievements, this file will also have notices and keep you updated about themes.

## 9. PLEASE SUPPLY

1 x Bum Cream

1 x Packet Nappies

1 x Wet Wipes

1 x Sunblock

1 x Sun Hat



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## **WHOLE AGREEMENT**

This document contains the entire agreement between the parties.

Neither party will have any right or remedy arising from any undertaking, warranty, or representation not included in this document.

## **VARIATION**

This contract cannot be varied, added to, or cancelled by agreement otherwise than by means of further written agreement between the parties.

## **BANKING DETAILS**

**Bank:** First National Bank

**Account Name:** Mighty Minions

**Account Number:** 62840680905

**Branch Code:** 250655

**Reference:** Childs name and surname



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## SIGNATURES OF THE PARTIES

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

_____	_____
Name of signatory	Capacity of signatory
_____	_____

as Witness

for and on behalf of **Mighty Minions**

who by signature hereof warrants

Authorization hereto

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

_____	_____
Name of signatory	Capacity of signatory
_____	_____

as Witness

for and on behalf of the **Pupil**

who by signature hereof warrants

authorisation hereto



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## Financial Terms and Conditions

### 1. ACCEPTANCE OF LIABILITY

1.1 The person responsible for the account (hereafter the Account Holder) as set out in the standard Application for Admission (hereafter the Application) herewith assumes liability for the account, alternatively binds him-/herself as co-debtor and surety for payment of all fees to the School.

1.2 The legal guardian, as described in the Application, binds him-/herself as surety and co-debtor for the payment of all fees by the Account Holder or any other payments that may arise from this Agreement.

### 2. TERMS OF PAYMENT

2.1 It is recorded that fees are determined at the beginning of the year and that the Account Holder is informed of the result in writing.

2.2 The Account Holder shall immediately inform the School if he / she has not received an invoice at the start of the academic year.

2.3 Fees for 12 (twelve) months are payable monthly in advance by means of an eft, debit order on or before the 1<sup>st</sup> (first) day of each calendar month or annually in advance by 31 December, depending on the fee payment option exercised by the Account Holder in the Application.

2.4 The School reserves the right to charge interest of 15% (fifteen per cent) on all accounts that are in arrears by 30 (thirty) days or longer.

2.5 Payment of monthly fees is not subject to presentation of a statement. Payments are made in accordance with the applicable fee structure of the School.

2.6 In the event where an existing account is / has not been managed in the proper manner, no further Applications will be considered.

### 3. BREACH OF CONTRACT

In the event where the undersigned surety, Account Holder or legal guardian commits a breach of contract of any of the terms of this Agreement, the School may in its sole discretion:

3.1 Refuse the child entry to the School's premises until the breach has been remedied; or

3.2 Claim damages from the Account Holder and / or the surety and legal guardian; or

3.3 Take whatever legal steps that may be necessary.

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## 4. GENERAL

This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of the Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill or exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

## 5. JURISDICTION

This Agreement is subject to South African law.

## 6. CREDIT INFORMATION

The Account Holder, surety or legal guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the National Credit Act.

## 7. DOMICILIUM

The parties choose as their domicilia citandi et executandi the addresses set out in the Application.

## 8. LEGAL FEES

In the event where the School takes legal action against the Account Holder, he / she will be liable for all legal fees on an attorney client scale, collection costs and commission, interest and tracing fees.

## 9. CANCELLATION

9.1 The Account Holder undertakes to give 30 (thirty) calendar days written notice of termination of the enrolment of a child, failing which the liability be incurred for the full amount of the following term's fees.

9.2 The School shall be entitled to terminate the enrolment of any child under the following circumstances: Summarily, and with immediate effect, if the child is guilty of an offence which, in the sole opinion of the School, renders his / her continued enrolment at the School impossible, in which event the Account Holder, after deduction of all amounts otherwise owing to the School, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such child.

9.3 In the event of emigration, which is a long process, the School requires 3 (three) calendar months' written notice in advance.

**Account Holders Signature:**

**Date:**



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