



AGREEMENT

ENTERED INTO BY AND BETWEEN :-

TOPOLINO PRE PRIMARY @ PIKKIELAND
REGISTRATION NUMBER : 13/1/4/H6354 & 13/1/4/H1935

TOPOLINO PRIVATE SCHOOL
REGISTRATION NUMBER : 13/3/1/164

Herein represented by BERDENE SMIT, duly authorised thereto

(herein referred to as the "School")

AND

AND

(herein referred to as the "Parents")

Of the child/ren by names of :

1. _____
2. _____
3. _____
4. _____

(herein referred to as the "Scholar/s")

WHEREAS the School in accordance with the regulations of the South African Schools Act, Act 84 of 1996 and the precautionary measures by virtue hereof will trade as a private school as referred to hereinafter and that the Parents of the Scholar(s) are desirous for the School to trade according to the terms and conditions and within the framework of the aforementioned Act.

Please make a copy of the contract for your own records, as the original will be kept at school in the eldest child's personal file.

NOW THEREFORE the School and the Parents agree as follow :-

1. EDUCATION

Qualified and trained teachers will teach the Scholar by virtue of the Act and the regulations thereof and the terms and conditions of the School as set out herein.

2. PREMISES

The School will render tuition to Gr. 0 – Gr. R at 10 Breë Street, Langebaan and Gr. 1 – Gr. 7 at 45 Sunbird Drive, Langebaan or whichever alternative premises which the School may decide on.

3. PERSONNEL

All teachers and personnel, who use and attend the School, must have the relevant qualifications and competence to teach the Scholar in an expert, skilled and professional manner.

4. LANGUAGE

Afrikaans (First Language) and English (First Language) will both be taught as 1st (FIRST) home languages.

5. ADMISSION

The admission of any Scholar is at the absolute discretion of the School, which can in turn decline any admission without furnishing any reason whatsoever.

Admission requirements for Gr. R. at Topolino Pre-primary are described as follows by the WCDE and ISASA :

The Gr. R enrolment serves as an entrance to the school's foundation phase (Gr. 1,2 and 3), and not only for Gr. R. These grades are seen as a unit with the Gr. R class seen as a feeder into Gr. 1.

With a first entry to the school in Grade 1 to 7, the registration of the learner stays at the absolute discretion of the school.

Upon admission, a completed contract (fully completed and initialed on each page) must be submitted. Without it, pupils will not be allowed on school buses or at school.

6. CODE OF CONDUCT

Upon entry, parents must familiarize themselves with the school's code of conduct (available at www.topolino.co.za).

By signing the contract, parents confirm that they support the code of conduct.

7. GRADES

The School will provide education from the Doekie-en-broekie class to Grade 7 Scholars and will continue to educate the relevant Scholars until the end of Grade 7.

8. SCHOOL TERMS

The terms of the School will be, as far as possible, in accordance with the official school terms of the Western Cape Department of Education, but it remains the discretion of the School to amend same, if necessary.

9. SCHOOL HOURS

The School hours will be determined by the Principal and Parent Advisory Members from time to time.

10. RELIGION

Topolino is a Christian School where Christian opinions and the teaching of the Bible enjoy priority.

11. LEARNING MATERIAL

Any learning material created or used by the School, stays the property of the School. The said material may not be distributed or reproduced.

12. TERMINATION OF AGREEMENT

12.1 Any of the parties can terminate the agreement after giving the other party at least 3 (THREE) calendar months written notice to the same affect;

12.2 Should any Parent neglect to pay any sum of school fees as determined in Clause 14 hereof, the School shall have the right to terminate this agreement within 7 (SEVEN) days notice;

12.3 Should any party terminate this agreement with 3 (THREE) months prior written notice, the school fees for the applicable time shall still be payable. Should any Scholar be taken out of the School without any notice, the school fees for the succeeding 3 (THREE) months will still be payable.

13. ADMISSION REQUIREMENTS AND SCHOOL FEES

The School has the right to change the School Rules and Admission Requirements from time to time as desired at the School's sole discretion and the Parents hereby undertake to abide by the School Rules. Apart from the above, the Parent will also ensure that the Scholar(s) obey the School Rules, respect the teachers and the personnel at all times.

14. SAFEGUARD AND INDEMNIFICATION

The Parents safeguard and indemnify the School and any teacher, personnel or any other person in the School's employ who acts on behalf and/or instructions and/or request of the School against any claim of the Parent(s) / Scholar(s) whatsoever which may be instituted by the latter against any of the abovementioned persons.

This will also include the transport of children as well as any activities which have been approved by a staff member in line with the rules of the school.

The school hereby confirms that all possible safety precautions will be taken to ensure the safety of all pupils. The jungle-gym may only be used during school hours and only with the supervision of a teacher.

15. SCHOOL FEES

15.1 With the entrance to Gr. 00, the parents pay R750 admission. With the entrance to Gr. R,(commencement of foundation phase) the Parents undertake to pay the admission fee of R2500. The said amount will not be payable in the subsequent years, unless the Scholar leaves the School for whichever reason and will have to be re-enrolled. The said amount will not be refunded, even if the Scholar, for whatever reason and at whatever time no longer attends the School.

15.2 An annual book fee is determined for Gr. R – Gr. 7 learner.

15.3 The School fees must be paid by debit order or by internet payment on or before the 28th of each preceding month. Payable by the Parent(s) to the School in twelve equal instalments, payable in advance on the last of each calendar month for the subsequent month, which amount and payments are not affected by any school holidays. Cash payments can also be made.

16. LEGAL COSTS

Should the Parent(s) fail to comply with any payment to the School and the School succeeds in successfully taking action, the Parent(s) will be liable for payment of the Schools' legal expenses, including lawyer- and client fees, collection charges and interest, determined by the guidelines of the Cape Law society for non-litigation fees as published from time to time.

17. INTEREST

1% interest will be charged on overdue accounts.

18. ADDRESSES

The parties choose as their *domiciliatandi et executandi* for the purposes of the giving of any notice, the payment of any sum of money, the service of any process and for any other purposes arising from the agreement, as follows

TOPOLINO PRE PRIMARY @ PIKKIELAND
MRS BERDENE SMIT
10 BREë STREET
LANGEBAAN
7357

TOPOLINO PRIVATE SCHOOL
MRS B SMIT
45 SUNBIRD DRIVE
MYBURGH PARK
LANGEBAAN
7357

PARENTS

19. WHOLE AGREEMENT

This agreement constitutes the entire contract between the parties and any amendment or additions (also with regard to this clause) shall be binding on the parties unless endorsed hereon and signed by or on behalf of the parties hereto.

Thus done and signed at _____ on this _____ day of _____ 2021.

AS WITNESSES: (school related)

1. _____

2. _____

PRINCIPAL

Thus done and signed at _____ on this _____ day of _____ 2021.

AS WITNESSES: (parent related)

1. _____

2. _____

PARENT

PARENT/WITNESS