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**SCHOOL FEE AGREEMENT AND UNDERTAKING FOR THE YEAR 2021**  
**Educare**

Concluded between  
Little Darlings Educare Centre  
and  
the undersigned parent/s and or guardian

1. School Fees

- 1.1 School fees payable for the year shall vary according to the rate at which the fees are paid. School fees may be paid either annually, quarterly or monthly.
- 1.2 School fees paid annually shall be in the sum of **R10,450.00** (5% discount) per child and shall be payable in advance on or before the last day in February 2021.
- 1.3 School fees paid quarterly shall be in the sum of **R2,750.00** per child per term and shall be payable in advance on or before the commencement date of each term.
- 1.4 School fees paid monthly shall be in the sum of **R1,100.00** per child per month (i.e. R11,000.00 over ten months). The first monthly payment shall be due and payable in advance on/or before the first day of each succeeding month.

2. Enrolment Fee

- 2.1 The enrolment fee shall be the sum of **R600.00** payable on signing of enrolment contract.

3. Election of Payment Scheme

- 3.1 The signatory/s hereto shall indicate at the place of signature the scheme of payment elected.
- 3.2 Once a scheme of payment has been elected, it shall not be capable of being changed without the written consent of Little Darlings Educare Centre.

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#### 4. Aftercare Fees

- 4.1 Aftercare services are provided to the children by the school, excluding holidays and on the last day of each term, at the following rates:
  - 4.1.1 Daily until 15h00 at a rate of **R550.00** per child per month;
  - 4.1.3 Daily until 17h00 at a rate of **R700.00** per child per month
  - 4.1.5 On an ad hoc basis at a rate of **R65.00** per child per day or **R40.00** until 15h00.
  - 4.1.6 Children collected after 5:00pm will be charged a fine of **R100.00**
- 4.2 The signatory/s hereto shall indicate at the place of signature the system of aftercare chosen, should daily aftercare be required.
- 4.3 Aftercare fees for daily aftercare shall be payable in advance on or before the commencement date of each month.
- 4.4 Aftercare fees for ad hoc aftercare shall be payable on the day the service is rendered.

#### 5. Terms of Payment

- 5.1 The school fees and aftercare fees shall be due, owing and payable on due date, without deduction, set off or demand.
- 5.2 Failure to render payment timeously shall result in the child/children concerned being suspended from Little Darlings Educare Centre until such time as all arrears have been paid.

#### 6. Premature cancellation

- 6.1 In the event of the parents/guardian intending to withdraw the child/children from Little Darlings Educare Centre and prematurely terminate this agreement, a full terms written notice shall be required and the school fee which would be payable for a term's schooling in terms of the payment scheme elected shall be required to be paid in respect of the term in which the notice applies, regardless of whether or not the child/children receive schooling during that term or are withdrawn from the school prior to that term being completed.
- 6.2 Aftercare fees are fully refundable for the balance of the month, in the event of aftercare being prematurely terminated.

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7. Domicillium citandi et executandi

7.1 The undersigned parent/s and/or guardian choose their domicillium citandi et executandi for all purposes arising hereout at the physical addresses mentioned hereunder.

8. Breach

8.1 In the event of a breach of this agreement, Little Darling Educare Centre shall be entitled to cancel the child's/children's schooling forthwith and claim immediate payment of amounts due and payable, notwithstanding previous mentioned herein of suspension pending payment.

8.2 Little Darlings Educare Centre shall at all times be entitled to contact and request information from any credit bureau or third party and to obtain any information relevant to the parent/s or guardian/s credit worthiness, and information given in confidence by a third party will not be disclosed to the parent/s or guardian.

8.3 The parents or guardian hereby consent to and authorize Little Darlings Educare at all times to furnish personal and credit information concerning the dealings with Little Darlings Educare Centre to a credit bureau or to any third party seeking a trade reference and any third party sharing trade/credit information with Little Darlings Educare Centre.

9. Cost and Interest

9.1 In the event of Little Darlings Educare Centre instructing an attorney to institute legal proceedings against the parent/s and/or guardian for breach of this agreement and/or performance of any terms of this agreement, the parent/s and/or guardian consent/s to an order on an attorney and own client basis in respect of the costs arising out of such legal proceedings.

9.2 The parent/s and/or guardian further consent/s to interest being charged on overdue amounts at the rate of 2% per month from due date.

10. General

10.1 No alteration, consensual cancellation or variation of this agreement shall be of any force or effect unless it is first recorded in writing and signed by the parent/s and/or guardian and the principal of Little Darlings Educare Centre.

10.2 No relaxation or indulgence which may be allowed in regard to the performance of any obligations under this agreement shall constitute a waiver of or in any way prejudice Little Darlings Educare Centre's rights under the agreement.

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10.3 This agreement constitutes the entire agreement between the parties and any terms, conditions, warranties or representations not contained herein shall be of no force or effect.

10.4 The failure of any party to sign this agreement shall not affect the liability of those parties/ that party who do/does sign.

11. The child/children to whom this agreement relates

11.1 In terms of this agreement the below named child/children are enrolled for schooling at Little Darlings Educare Centre for the year.

11.1.1 Child 1: \_\_\_\_\_

11.1.2 Child 2: \_\_\_\_\_

11.1.3 Child 3: \_\_\_\_\_

12. The parent/s and/or guardians to whom this agreement relates

12.1 The below named parents and/or guardians of the above named child/children hereby agree to enrolment of the above named child/children for schooling at Little Darling Educare Centre for the year, subject to the terms and conditions hereof and do hereby further undertake joint and several liability for payment of the amounts stipulated herein.

13. Election of Payment Schemes/Aftercare Systems

School Fee Payment Scheme

Annually  Quarterly  Monthly

(Please tick appropriate box)

Aftercare System

Daily until 15h00  Daily until 17h00

(Please tick appropriate box)

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**FATHER'S INFORMATION**

Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Contact Details: \_\_\_\_\_

Father's Signature: \_\_\_\_\_

**MOTHER'S INFORMATION**

Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Contact Details: \_\_\_\_\_

Mother's Signature: \_\_\_\_\_

**GUARDIAN'S INFORMATION**

Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Contact Details: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_