

Childcare Services Agreement

(hereinafter referred to as the "Agreement")
concluded pursuant to Section 269 (2) of the Commercial
Code by and between the following contracting parties:

Montessori Academy s. r. o.

with its registered office at: Sekule 625, 908 80
Corporate ID: 51 171 571
registered with: the Commercial Register of the Bratislava I District Court, section Sro,
entry No. 40984/T
represented by: Pavol Moro, Executive Manager
Bank: Tatra banka a.s.
account number: SK28 1100 0000 0029 4904 9096

(hereinafter referred to as the "Provider")

and

name and surname
permanent address:
account number:
Bank:

(hereinafter referred to as

the "Customer") as the legal representative of the

child:
name and surname
domiciled:
date of birth:

(hereinafter referred to as the "Child")

I. Introductory provisions

- 1.1 The Provider operates a private kindergarten located in Sekule, house number 625 (hereinafter referred to as the "Kindergarten") and represents he is authorized to conclude this Agreement with the Customer with the objective of providing the services specified herein. At the time of concluding this Agreement, the Kindergarten is not included in the network of schools and school facilities in the Slovak Republic.
- 1.2 The Customer hereby represents that from the health viewpoint his/her child is fit to attend the Kindergarten and that he/she is not aware of any obstacles which, at the time of entering into this Agreement, would prevent him/her from placing the child in the Kindergarten and that the child's information specified in the Application form (Appendix 1) is true and complete.

II. Subject Matter of the Agreement

- 2.1 The subject matter of the Agreement is the Provider's covenant to provide the following services to the Customer:
 - 2.1.1 childcare services
 - day care from 7:00 a.m. till 5:00 p.m.

- half-day care from _____ till _____
- 2.1.2 providing meals (morning tea, lunch, afternoon tea) and drinks to the child depending on the agreed type of care.
- 2.2 The Customer undertakes to pay to the Provider for the provided care and meals the agreed remuneration.
- 2.3 The subject matter of the childcare is the child specified in the header of this Agreement.
- 2.4 The care hereunder shall be provided in the premises of the Kindergarten specified in Article I of this Agreement on business days during the school year (i.e. on business days from September 2nd till June 30th of the respective school year). During the months of July and August, the Provider shall provide services depending on the demand from its customers under the conditions agreed in advance.
- 2.5 Following a previous agreement with a teacher, the Provider also provides premium childcare services outside the hours specified in Clause 2.1, specifically:
- 2.5.1 childcare services after 5:00 p.m.,
- 2.5.2 childcare services on Saturdays, Sundays and state holidays.
- The Customer is aware that the services specified in Clause 2.5 cannot be claimed and can only be used following a previous agreement with the respective teacher.
- 2.6 The precondition for providing childcare services pursuant to Clause 2.5.2 hereof shall be that the services are provided continuously for a minimum of 4 hours.

III. Provider's rights and obligations

- 3.1 The Provider hereby undertakes to provide the following services to the Customer:
- a) childcare in the premises of the Kindergarten within the scope agreed in Clauses 2.1 and 2.5 hereof,
 - b) meals (morning tea, lunch, afternoon tea in case of day care, or other according to the scope of provided care) and drinks,
 - c) education based on the principles of Montessori pedagogy where children are supervised by a certified teacher with long-term experience acquired in international kindergartens, who both in terms of personality and education is prepared to sensitively perceive and cater to the child's needs and build the child's trust,
 - d) English language classes with a teacher who graduated from an international school in Great Britain.
- 3.2 In accordance with the principles of the Montessori pedagogy the Provider shall ensure individual and respectful approach to all children, their natural development and a Montessori conform environment in which the children have the freedom to create and develop their personalities. The childcare takes place in small groups of children in a non-competitive, respectful, harmonious and safe environment.
- 3.3 The Provider shall provide each child with soap, towels, pillow, blanket and bedding.
- 3.4 The Provider hereby undertakes to immediately inform the Customer of each illness developed or injury sustained by the child while in the Provider's care.
- 3.5 The Provider shall have the right to refuse to take the child over, if:

- a) Prior to the commencement of the childcare the Customer fails to submit a doctor's certificate pursuant to Clause 4.1, par. a) hereof,
- b) the child shows symptoms of an acute illness (including, without limitation, infectious cold, coughing, fever, vomiting, stomach ache, diarrhoea) or symptoms of an infectious illness (including, without limitation, chickenpox, measles, whooping cough, mumps, rubella),
- c) the Customer has failed to pay to the Provider the tuition fee or the meals fee until the end of the respective calendar month.

IV. Customer's rights and obligations

- 4.1 Prior to the start of the childcare the Customer is obliged to submit to the Provider:
 - a) a confirmation from the attending physician confirming good health of the child and explicitly confirming that the child is fit to attend a school,
 - b) an application with information about the child, about previous medical issues and injuries, about frequent health problems, behavioural specifics, daily routine and eating habits and other information,
 - c) pyjamas, spare clothing, and slippers.
- 4.2 The Customer is obliged to notify the Provider or his staff about any upcoming absence of the child of which he is aware.
- 4.3 The Customer shall notify the Provider of a sudden illness or another reason for absence from the Kindergarten at the latest until 8:00 a.m. of the given day by making a phone call to: +421 948 508 334.
- 4.4 Should the child be diagnosed with an infectious illness the Customer shall immediately notify the Provider of this.
- 4.5 To ensure a sensitive and correct pedagogic approach to his/her child, the Customer is obliged to notify the Provider of all facts which could impact the child's behaviour and interactions with his/her peers.
- 4.6 The Customer is obliged to ensure that his/her child attending the Kindergarten is healthy and does not show any symptoms of an illness. If the child starts showing/shows symptoms of an illness while in the Provider's care, the Provider shall notify the Customer of this and the Customer shall immediately pick the child up from the Kindergarten.

V. Tuition and meals fee

- 5.1 The Customer undertakes to pay a remuneration for the services provided hereunder, namely:
 - 5.1.1 a tuition fee of € 400 including VAT per month when care is provided in accordance with Clause 2.1 of the Agreement,
 - 5.1.2 a meals fee of € 4 including VAT per day,
- 5.2 The amount of the tuition fee agreed herein shall be fixed regardless of the absence of the child from the Kindergarten in the given calendar month. The Customer shall pay the tuition fee at the latest until the 5th day of the respective calendar month for which the tuition fee is due. The fee shall be wired to the Provider's account specified in the header of this Agreement.

- 5.3 The meals fee shall be due at the latest until the 5th day of the respective calendar month for which it is due. The fee shall be wired to the Provider's account specified in the header of this Agreement. The amount of the meals fee due for the given calendar month shall be calculated as the product of the daily meals fee and the number of business days in the given calendar month. In case of absence during the given month, the amount of the meals fee for the next month shall be reduced by the amount of the meals fee not used due to such absence, where the amount to be reduced will be calculated as the product of the number of days of absence in the previous month and the daily meals fee. The reduction of the meals fee described in the previous sentence shall only apply if the parent of the child notifies the Provider of the absence until 8:00 a.m. of the given day at the latest.
- 5.4 For the premium childcare services provided pursuant to Clause 2.5 the Customer shall pay to the Provider as follows:
- 5.4.1 € 10 for each hour (or a part of it) of childcare provided pursuant to Clause 2.5.1 of this Agreement (on business days after 5:00 p.m.),
- 5.4.2 € 22 for each hour (or a part of it) of childcare provided pursuant to Clause 2.5.2 of this Agreement (on Saturdays, Sundays, and public holidays),
- 5.4.3 a meals fee of € 5 in case childcare is provided pursuant to Clause 2.5.2 of this Agreement (on Saturdays, Sundays, and public holidays).
- 5.5 The fee for the premium childcare services shall be paid by the Customer on the basis of an invoice issued by the Provider at the end of the calendar month during which such premium services were provided, where the amount will be determined on the basis of the scope of such provided premium care.

VI. Term and termination of the Agreement

- 6.1 The contracting parties have concluded this Agreement for a definite period of time from September 1, 2019 till June 30, 2020.
- 6.2 The Customer is entitled to terminate this Agreement if, due to a serious health condition, the child is unable to attend the Kindergarten. The Customer shall be obliged to prove this by submitting a report from the child's attending physician. Based on the Customer's notice of termination served in accordance with this Article the Agreement shall cease to exist upon expiry of the calendar month in which the notice of termination was served.
- 6.3 The Customer is entitled to terminate this Agreement even without specifying a reason. A notice period of 2 months shall start to lapse on the first day of the month following the month in which the notice has been served to the Provider. The Customer acknowledges that he/she is obliged to pay the tuition also for the term of the notice period regardless of whether the child is or is not attending the Kindergarten during such period.
- 6.4 The Provider shall be entitled to terminate this Agreement if the Customer repeatedly breaches the obligations specified herein. The notice period of 1 month shall start to lapse on the first day of the calendar month following the calendar month during which the notice was delivered to the Customer.
- 6.5 The Provider will be entitled to withdraw from the Agreement in case of a material breach of the Agreement by the Customer. The following is considered a material breach of the Agreement:
- 6.5.1 the fact that the application or the doctor's certificate does not/did not contain information required to provide due childcare and which are jointly or individually capable of damaging the child's health or the health of other children in the Kindergarten,
- 6.5.2 a failure to pay the tuition fee or the meals fee in two consecutive months,
- 6.5.3 repeated cases where the child arrived at the Kindergarten showing symptoms of an illness or a failure to pick up the child following the Provider's notification issued pursuant to Clause 4.6 of the Agreement.

VII. Final provisions

- 7.1 Any amendments, supplements and modifications to this Agreement shall be made in writing after being agreed upon by both contracting parties.
- 7.2 Any aspects of the relationship of the contracting parties not regulated herein shall be governed by the respective provisions of the Commercial Code and other generally binding legal regulations.
- 7.3 This Agreement has been made in 2 (two) counterparts each having the validity of an original, 1 (one) for the Provider and 1 (one) for the Customer.
- 7.4 An application signed by the child's parents (Appendix 1) shall form an integral part of this Agreement. The Customer is responsible for the completeness and correctness of the information specified in this Agreement and its Appendices.
- 7.5 The contracting parties hereby declare to have read and understood the Agreement without any reservations, in witness whereof they have set hereunto their hands.

In _____ dated _____

In _____ dated _____

The Provider**Montessori Academy s. r. o.**_____
The Customer

Appendix 1

MONTESSORI ACADEMY APPLICATION

Name and surname of the child:	
Date and place of birth:	
Birth registration number:	
Permanent residence:	
The child will start attending the Kindergarten from:	
FATHER - name and surname:	
Phone number:	
E-mail:	
Work phone number:	
Employer:	
MOTHER - name and surname:	
Phone number:	
E-mail:	
Work phone number:	
Employer:	
Number of siblings in the family:	
The child:	has - has not attended a nursery
I hereby register the child for: a.) day care (morning tea, lunch, afternoon tea) b.) half-day care (morning tea, lunch) c.) half-day care (morning tea)	
Allergies and other health issues, food restrictions:	
Other important information about the child:	

Date of application submission

Signature of parent (legal representative)

Declaration of the legal representative

1. I hereby declare that after arriving at the Kindergarten I will personally deliver my child to the present teacher and at the end of the day care the child will be picked up by his/her legal representative or another person authorized by a written power of attorney.
2. I undertake to notify the director of the Kindergarten of each case of an infectious illness in the family, of the child or in his/her immediate surroundings.

I declare on my honour that the child has not been registered in another kindergarten.

Signature

Confirmation from the attending physician regarding the child's health:

Stamp and signature of the physician