

Learning Agreement

by and between the parties

Súkromná spojená škola (Private Associated School)

hereinafter referred to as „School“

[Legal representative 1]
[Legal representative 2]

hereinafter referred to as „Legal representatives“

this day [x]. [x]. 2019

This learning agreement (hereinafter referred to as “**Agreement**”) was entered into on the basis of the provisions of § 51 of the Civil Code by and between:

- (1) **Súkromná spojená škola – Private Associated School** (Organizational unit: **Súkromná základná škola - Private Primary School**) residing at Starozagorská 8, 040 23 Košice, the Slovak Republic, ID: 42 322 855, represented by Mgr. Eva Bednáriková, Headmistress (hereinafter referred to as „**School**“);

and

- (2) [**Legal representative**], permanent residence address: [x], temporary residence address: [x], phone number: [+421 xxx xxx xxx], e-mail address: [x] and [**Legal representative**], permanent residence address: [x], temporary residence address: [x], phone number: [+421 xxx xxx xxx], e-mail address: [x] (hereinafter referred to as “**Legal representatives**“ or individually as “**Legal representative**“);

while the parties agreed to the following:

1. Introductory Provisions

- 1.1 Unless otherwise specified in this Agreement and/or unless the context of the individual case requires otherwise, the terms written with an initial capital letter in this Agreement have the meaning given in **Appendix 1** below.
- 1.2 For the avoidance of doubt, the parties expressly confirm that the terms may be, in addition to **Appendix 1** below, defined elsewhere in this Agreement.
- 1.3 Individual provisions of this Agreement must be interpreted in relation to each other and as mutually explanatory. If a dispute arises between the provisions of this Agreement, the rules set out in **Appendix 1** below shall apply to any such discrepancy or inconsistency regarding such conflict or inconsistency.

2. Purpose of the Agreement

- 2.1 The purpose of this Agreement is to establish the rights and obligations of the parties that are related to training and education of Pupil in accordance to this Agreement.
- 2.2 In view of the above, parties entered into this Agreement on the day, month and year mentioned below.

3. Subject of the Agreement

- 3.1 The subject of this Agreement is to regulate the rights and obligations of the parties with regard to the training and education of the child – [**Child's name, born xx.xx.xxxx, Birth ID No., permanent residence address, health insurance company**].
- 3.2 By signing this Agreement by the Legal representative, the child mentioned in paragraph 3.1 above becomes a School Pupil.

4. Tuition Fee, Enrolment Fee and Other Payments

- 4.1 **Basic Tuition in the academic year 2019/2020 for the training and education of a Pupil in the first – fifth grade is EUR 100.00** per month, if the number of pupils in a classroom is **from eleven (11) to sixteen (16)** or **EUR 115.00** per month, if the number of pupil in the classroom is **less than eleven (11)**.
- 4.2 Legal representative of the child has the right to **discounted Tuition for a sibling** under the conditions set out in **Appendix 2** of this Agreement.
- 4.3 The school is authorized to **increase the basic Tuition** under the conditions set out **in Appendix 2** of this Agreement ("**Increased Tuition**").
- 4.4 **Tuition does not include the costs of:**
- 4.4.1 activities and teaching carried out by third parties (including foreign-language teachers) who are not employees of School and provide education to pupils as a part of the **facultative English School Club**; and
 - 4.4.2 pedagogical-educational activity provided within the **voluntary foreign language** (German, Russian, Spanish); and
 - 4.4.3 educational activities and teaching carried out by employees of School that provide **interest-based education for pupils**; and
 - 4.4.4 **school meal and milk snack**
- 4.5 The amount of fees to cover the costs pursuant to paragraph 4.4 above is determined by a special decision of the School.
- 4.6 **School Enrolment fee for the academic year 2019/2020 is EUR 120.00.**
- 4.7 Tuition and Enrolment fee is considered paid on the day when it is credited to the School's bank account. In case that Tuition and/or Enrolment fee is not paid properly and in a timely manner, Pupil's Legal representative is, in addition to Tuition and/or Enrolment fee, required to pay mutually agreed contractual penalty of 0.05% of the due amount of Tuition and/or Enrolment fee for each day of the delay. Tuition and Enrolment fee or any part thereof that was paid is not returned to the Pupil's Legal representative.
- 4.8 If the Pupil's Legal representatives from whatever reasons prematurely terminate this agreement during its term, they are required to pay **one-time Compensation fee for early termination of the Agreement in the amount of EUR 180.00** within five (5) days after receipt of a written letter of formal notice. Compensation fee will not apply, if the Agreement is terminated by notice from the School for the reasons given in paragraph 8.4.3 below or if the Agreement is terminated by notice from the Pupil's Legal representative for the reasons mentioned in paragraph 8.5 below.
- 4.9 **Conditions for determining Tuition fees (Basic Tuition, Discounted Tuition, and Increased Tuition), Enrolment fee**, their adjustments, maturity method and date are defined in **Appendix 2** below.
- 4.10 Pupil's Legal representatives are obliged to **pay the School the payment for operating costs and rent for the premises occupied by the School, for the period of July –**

August. This obligation does not apply to Legal representatives of the Pupil who attends the School from 01. 09. 2019 as a new school Pupil in the first grade or to Legal representatives of the Pupil who starts to attend the School from 01.09.2019 as a new pupil in any other grade.

- 4.11 The amount of payments to cover the costs pursuant to paragraph 4.10 above is modified as follows:
 - 4.11.1 for the month of **July 2019** – payment of EUR **25.00**; and
 - 4.11.2 for the month of **August 2019** – payment of EUR **25.00**.
- 4.12 Pupil’s Legal representative is required to make the payments under paragraph 4.11 above until 30.06.2019.

5. School’s Rights and Obligations

- 5.1 **In the training and education of Pupils, the school is required particularly, but not limited to:**
 - 5.1.1 include the teaching of English Language in the School educational programme and curriculum from the first grade and teaching of another foreign language from the fifth grade;
 - 5.1.2 ensure integration of the English Language into natural and social subjects
 - 5.1.3 ensure personnel and material-technical equipment for proper provision of primary and secondary education for pupils in accordance with the Education Act and in accordance with the State educational programme;
 - 5.1.4 allow Pupil’s Legal representative to attend the educational process on the basis of a mutual agreement with the school principal;
 - 5.1.5 keep full and accurate records of Pupil’s attendance in School, of the scope of the educational process and its learning outcomes;
 - 5.1.6 acquaint Pupils and their Legal representatives with valid School policy;
 - 5.1.7 properly and without delay discuss and review the suggestions and comments from Pupil’s Legal representatives and inform them on the outcome of the review;
 - 5.1.8 announce any increase in Tuition fees at least two months before the beginning of the new school year;
 - 5.1.9 provide the prescribed Ministry textbooks (if available); for the avoidance of doubt it holds true that the school is not required to provide textbooks for the purpose of foreign language teaching and learning materials needed to master the expanded curriculum. These need to be provided by Pupil’s Legal representative in time and at their own cost as instructed by School.
- 5.2 **In the training and education of Pupils, the School is eligible particularly, but not limited to:**
 - 5.2.1 issue and amend School policy;

- 5.2.2 set the level of the Tuition fee based on the actual costs and in accordance with the change in economic conditions,
 - 5.2.3 amend the Tuition fee in accordance with conditions mentioned in **Appendix 2**;
 - 5.2.4 determine the Enrolment and Compensation fee.
- 5.3 The School is also required to:**
- 5.3.1 apply innovative trends and methodology in the learning process;
 - 5.3.2 ensure that the total number of pupils in the class does not exceed the number of sixteen (16); in case the number of students rises above this number during the school year, the School is obliged to elaborate an amendment to the Learning Agreement;
 - 5.3.3 allow a Pupil at the request of the Legal representative the following issues in accordance with the Education Act.
 - 5.3.3.1 compulsory school attendance by specific forms
 - 5.3.3.2 learning in accordance to the individual study plan
 - 5.3.3.3 attend a part of the learning process abroad on a similar school
 - 5.3.3.4 in case of a long-term absence at school provide the education of a pupil at home
 - 5.3.4 acquaint Pupil's Legal representative with School educational programme and strategic objectives of School, with the curriculum, with the criteria for classification, (verbal assessment and classification or their combination), monitoring of Pupil's knowledge and emotional level, CLIL method monitoring under School's conditions, Pupil's general aptitude and with the application of non-traditional methodologies;
 - 5.3.5 ensure the provision of gluten-free meals to Pupils in the school canteen.
- 5.4** Cooperation between School and families is realized especially through the participation of Pupil's Legal representatives in classroom meetings, possibility for the Legal representatives to attend the education, organizing information days, cultural and social events, open lessons, presentations of coursework, Saturday learning mornings for first-graders to be, consulting and advisory discussions, educational and extracurricular events.
- 5.5** The School carries out afternoon activity within interest groups based on the interest of Pupils and their Legal representatives in Private School Club and Private Leisure time Centre.
- 5.6** The School recommends that Pupil's Legal representative informs the class teacher about Pupil's health and about significant changes that could have a negative impact on learning performance, Pupil's mental and physical health or asks the School for professional help and guidance in coping with stressful life situations.

6. Rights and Obligations of Pupil's Legal Representative

- 6.1 Pupil's Legal representative is required particularly, but not limited to:**

- 6.1.1 without unnecessary delay inform the School about the absence of Pupil at School because of illness, injury or other reasons either in writing or by telephone on +421 55/645 07 56 or +421903743137;
 - 6.1.2 let Pupil stay at School for at least the duration of this Agreement, i.e. until the end of the school year 2019/2020;
 - 6.1.3 ensure that Pupil attends learning process organized by School properly and in timely manner;
 - 6.1.4 lead Pupil to respect School policy;
 - 6.1.5 provide Pupil with school supplies necessary for full participation in learning process;
 - 6.1.6 pay the School the loss for the damaged books and school property at a level determined by School in accordance with the respective generally binding regulations;
 - 6.1.7 pay the Tuition and Enrolment fee determined in accordance with this Agreement in a timely and proper manner;
 - 6.1.8 pay the Compensation fee under the conditions set out in paragraph 4.8 above;
 - 6.1.9 make a payment for operating costs and rent for the premises occupied by the School, for a period of months from July to August, under the conditions set out in paragraphs 4.10 to 4.12 above.
- 6.2 Pupil's Legal representative is eligible to:**
- 6.2.1 learn about Pupil's training and educational results, classification, behaviour, their school attendance and compliance with School policy and rules of the Private School Club and Private Leisure time Centre
 - 6.2.2 attend the educational process on the basis of a mutual agreement with the school principal;
 - 6.2.3 make proposals and recommendations to improve the educational process and material-technical equipment of the School.

7 Declaration of the Parties

- 7.1 The Parties mutually declare that each of the statements made in this paragraph 7 is as of date of signature of this Agreement true, accurate and not misleading. The party concerned declares to the other Contracting Party that:
 - 7.1.1 they have the necessary capacity, power and authority to enter into and perform this Agreement; and
 - 7.1.2 this Agreement and any other documents that the Contracting Party enters into in connection with this Agreement will, after their signing, constitute valid obligations of this Contracting Party in accordance with their terms; and
 - 7.1.3 they have read the text of this Agreement and fully understood it. The party further declares and confirms that this Agreement reflects their true, free and serious will, it

is not concluded during an emergency, in error or upon strikingly disadvantageous conditions. As a sign of agreement with its content, the Contracting Party personally signs this Agreement; and

7.1.4 this Agreement constitutes the entire agreement between the parties relating to its content and in its entirety replaces any prior arrangements or proposals in the correspondence or at negotiations, either orally or in writing, which occurred prior to the conclusion of this Agreement;

7.1.5 they undertake to make every effort in good faith in order to provide the mutual assistance and cooperation in the implementation and fulfilment of obligations under this Agreement; Party in particular undertakes to provide the other Contracting Party, at its request, all information and documents necessary to achieve the objective envisaged under this Agreement.

8 Duration and Termination of the Agreement

8.1 This Agreement is entered into for a fixed period, from 01 September 2019 to 30 June 2020, i.e. for the duration of the school year 2019/2020.

8.2 This Agreement terminates:

8.2.1 after the expiry of the period referred to in paragraph 8.1 above;

8.2.2 by agreement between the Parties pursuant to paragraph 8.3 below; or

8.2.3 by written notice by either Party pursuant to paragraphs 8.4 and 8.5 below; or

8.2.4 by the date of the decision of the competent authority, withdrawing the School authorization to provide the educational process;

8.2.5 by other methods expressly amended in the Civil Code.

8.3 This Agreement terminates by written agreement of the Parties on its early termination on the basis of written request of the Pupil's Legal representative, which can be justified only by serious circumstances on the part of the Pupil or their Legal representative.

8.4 The School is entitled to terminate this Agreement before the expiry of the period referred to in paragraph 8.1 above, solely on the ground of the following:

8.4.1 Pupil's Legal representative, in relation to the School, has failed to fulfil any obligations imposed on them by this Agreement and/or generally binding regulation;

8.4.2 Pupil, despite the written notice from school principal delivered to the Pupil's Legal representative, violates School policy;

8.4.3 Pupil, with regard to medical occurrence and the written recommendation of the expert advisory facility (Centre of special-pedagogical counselling, Centre of pedagogical-psychological counselling and prevention) is not capable of effective and full participation in the educational process organized by the School.

8.5 Pupil's Legal representative is authorized to terminate this Agreement before the expiry of the period referred to in paragraph 8.1 above, solely on the ground of the following:

- 8.5.1 Pupil, with regard to medical occurrence and the written recommendation of the expert advisory facility (Centre of special-pedagogical counselling, Centre of pedagogical-psychological counselling and prevention) is not capable of effective and full participation in the educational process organized by the School;
- 8.5.2 School culpably and substantially breached its obligation referred to in paragraphs 5.1.1 to 5.1.9, 5.3.1, 5.3.2 and/or 5.3.4 of this Agreement. For the avoidance of doubt, the parties expressly agreed that the Pupil's Legal representative is not entitled to terminate this Agreement if the School fails to fulfil its obligations nonculpably, i.e. for the reasons they cannot affect (e.g. School does not provide the prescribed textbook because they were not being issued by the Ministry).

9 Final Provisions

9.1 Confidentiality:

- 9.1.1 The Parties shall maintain the confidentiality of the contents of this Agreement and of any and all information they provided to each other or which were otherwise obtained or made under this Agreement or in connection with it, and which relates to the subject of the Agreement, the other party or any associated matters, or which constitutes the confidential information of the parties.
- 9.1.2 Personal data mentioned in this Agreement are processed and stored by School and intermediaries on the basis of a written contract with the School (including economists and foreign language teachers who are not employees of School and are providing education for pupils within interest groups and voluntary English School Club). They are confidential and protected from misuse in accordance with Act No.84/2014 Coll. amending Act No.122/2013 Coll. on personal data protection and on amendments to certain acts.

9.2 Amendments and additions:

- 9.2.1 Unless this Agreement states otherwise, any changes, additions and amendments to this Agreement (including its appendices) may be made only by written agreement of both Parties, in the form of written and numbered addendum to the contract signed by both Parties or persons authorized to act on behalf of Parties.

9.3 Notification and communication:

- 9.3.1 Unless this Agreement states otherwise, any notification or any other formal communication between the Parties relating to this Agreement must be:
- 9.3.1.1 executed in writing and in both English and Slovak Language; and
 - 9.3.1.2 sent or delivered in person, by mail (through registered post) or by courier to the addresses of the Parties mentioned in this Agreement above; or
 - 9.3.1.3 to such other address, of which the Parties notify each other in accordance with paragraph 9.3.1 above.
- 9.3.2 Any notice or any other formal communication is, for purposes of this Agreement, considered as duly delivered on the date of delivery to the relevant Contracting

Party, in case the shipment was delivered in person, by mail or courier service (through registered post) or if the recipient refuses the consignment, on the day of rejection of the consignment.

9.4 Applicable law and settlement of disputes:

- 9.4.1 Agreement is governed by the law of the Slovak Republic.
- 9.4.2 Unless this Agreement states otherwise, mutual relations of the Parties of this Agreement shall be governed mainly by the relevant provisions of the Civil Code.
- 9.4.3 Without prejudice to any provision of this Agreement, the Parties agreed that the application of any provision of any law of the Slovak Republic, which is not mandatory, is expressly excluded to the extent to which its use could change (either wholly or partially) the meaning or content of any provision of this Agreement.
- 9.4.4 The parties hereby undertake to handle all disputes, discrepancies, questions or concerns mainly by agreement and mutual negotiations in order to reach agreement on any disputes, discrepancies, questions or concerns. These negotiations must be conducted in good faith and in order to maintain the intended purpose of the Agreement by both parties. If such an agreement cannot be reached, each of the Contracting Party is entitled to apply to the court with their claim or request.

9.5 Severability of the provisions and legal succession:

- 9.5.1 Individual provisions of this Agreement shall be recoverable independently of each other and the invalidity of any of them will have no effect on the validity of the remaining provisions, except in cases where, because of the importance of nature or other circumstances relating to such invalid provisions, it is obvious that given provision cannot be separated from other relevant provisions.
- 9.5.2 In case that any of these provisions is invalid, while its invalidity has been caused by any of its part, such provision will apply as if the passage in question was deleted. However, if such a procedure is not possible, the Contracting Parties undertake to ensure all the procedures necessary to replace the invalid provision with a provision that has similar effects.
- 9.5.3 The rights and obligations of each of the parties established by this Agreement are also transferred to their legal successors.

9.6 Validity and applicability of the Agreement:

- 9.6.1 This Agreement enters into force and the contractual-legal validity on the day of its signing by the Parties or persons authorized to act on behalf of the Parties at the moment when the last person signs the Agreement.

9.7 Appendices:

- 9.7.1 The following appendices form an integral part of this Agreement:

Appendix 1: Definitions of Terms and Contract Interpretation

Appendix 2: Tuition (payment terms)

9.8 Language and copies:

- 9.8.1 This Agreement including all appendices was drawn up in both Slovak and English Language.
- 9.8.2 This agreement is drawn up in two (2) identical copies. Each of the Parties receives one (1) copy immediately after entering into this Agreement.

<p>Košice, this day [x]. [x]. 2019</p> <p>.....</p> <p>[x] Legal representative of the Pupil</p>	<p>Košice, this day [x]. [x]. 2019</p> <p>.....</p> <p>Mgr. Eva Bednáriková School Headmistress</p>
<p>Košice, this day [x]. [x]. 2019</p> <p>.....</p> <p>[x] Legal representative of the Pupil</p>	

Appendix 1

Definitions of Terms and Contract Interpretation

1. Unless otherwise expressly mentioned in this Agreement, and/or unless the context of the individual case requires otherwise, the following words written with a capital letter in this Agreement have the following meanings:

English School Club means a voluntary interest group established by the School to ensure the activities that are outside the education time pursuant to an educational-learning plan approved by the School principal. These have character of interest activities aimed at actively practicing acquired knowledge and expansion of skills in English conversation in a fun and experiential way, improving students' reading and writing skills in English Language, developing the students' interests outside the education time.

Educational-learning plan is a pedagogical document, which is drawn by the English teacher. It considers the level of knowledge of pupils, School educational curriculum and English Language curriculum, English Language textbooks for the given school year, recommendations of the English Language teacher, vocabulary acquired by pupils according to CEFR, CLIL method in natural and educational subjects and instructions of Ministry of Education for teaching English at primary schools.

EUR means the euro, the legal currency of the EU Member States that have adopted the euro as its lawful currency under the regulations of the European Monetary Union.

Compensation fee means a one-time fee of EUR 180.00 paid by Pupil's Legal representative in the event of early termination of the Agreement under the conditions set out in paragraph 4.8 above.

Ministry means the Ministry of Education, Science, Research and Sport of the Slovak Republic.

Civil Code means Act No. 40/1964 Coll. Civil Code, as amended, which is valid and effective on the territory of the Slovak Republic on the date of entering into this Agreement.

PSC means Private School Club.

PLTC means Private leisure time centre.

Tuition fee means Basic Tuition, Discounted Tuition, and Increased Tuition

School policy means the document issued by the School principal in accordance with Education Act.

School educational program means a pedagogical document of School, which is based on the Education Act and the State educational program ISCED 1 (primary education) and ISCED 2 (lower secondary education).

Education Act means the Act. 245/2008 Coll. on education (Education Act) and on amendment of certain acts as amended, which is valid and effective on the territory of the Slovak Republic on the date of entering into this Agreement.

National educational program means a program ISCED 1 (primary education) ISCED 2 (lower secondary education) issued by the Ministry, which defines the general objectives of schools and

key competences in a balanced personality development of pupils and the general content of education.

Basic Tuition fee means the Tuition within the meaning of paragraph 4.1 above, and the other conditions set out in **Appendix 2** below.

Contracting party means Legal representative or School.

Contracting parties means Legal representative and School jointly.

Enrolment fee means a one-time fee of EUR 120.00 paid by Pupil's legal representative under the conditions set out in **Appendix 2** below.

Discounted Tuition means Tuition within the meaning of paragraph 4.2 above and the other conditions set out in **Appendix 2** below.

Increased Tuition means Tuition within the meaning of paragraph 4.3 above and the other conditions set out in **Appendix 2** below.

Pupil means a child referred to in paragraph 3.1 above.

2. For the avoidance of doubt, the Contracting Parties confirm that the terms may be, in addition to the paragraph 1 above of this **Appendix 1**, defined anywhere else in this Agreement.
3. Individual provisions of this Agreement (the ones that are found in the actual body of this Agreement as well as those contained in **Appendix 1**) must be interpreted in relation to each other and as mutually explanatory. If a dispute arises between the provisions of this Agreement, the following rules will apply for such conflict or inconsistency:
 - (a) in case of conflict or inconsistency between the provision of this Agreement contained in any Appendix of this Agreement (i.e. provision of this Agreement is contained in Appendix 1 and 2 of this Agreement) and the provision of this Agreement contained in the actual body of this Agreement (i.e. the provisions of this Agreement contained in Articles 1-9 of this Agreement), the provision contained in the Appendix of this Agreement takes precedence (i.e. provision, which is contained in Appendix 1 and 2 of this Agreement); and
 - (b) in case of conflict or inconsistency between the provision of this Agreement contained in the Appendix of this Agreement with a lower serial number and the provision of this Agreement contained in the Appendix of this Agreement with a higher serial number, the provision with the lower serial number takes precedence (for example, the provision contained in **Appendix 1** of this Agreement takes precedence over the provisions contained in **Appendix 2** of this Agreement).
4. Any reference contained in this Agreement, whether express or implied, to any law, code, regulation, or other generally binding regulation (for the purposes of this article, legal regulation) includes references to:
 - (a) such legal regulation including all subsequent amendments or use in accordance with other legal regulation (before, on or after the date of signature of this Agreement);
 - (b) any legal regulation that was replaced by this legal regulation (with or without amendment);and

- (c) any implementing regulations issued (before, on or after the date of signature of this Agreement) under such a legal regulation, including all subsequent amendments or use described in paragraph 4 (a) above or under any legal regulation described in paragraph 4 (b) above.
5. The Parties agreed that for the purposes of interpretation of this Agreement, unless the context indicates a different intention:
- (a) any **references to this Agreement** used in this Agreement are also references to its Appendices, each of which is an integral part of this Agreement; phrases **in accordance with this Agreement, in this agreement** or other similar phrases should be interpreted as **in accordance with this Agreement, including its appendices, in this Agreement, including its appendices**, etc.;
 - (b) all **references to articles and/or paragraphs** used in this Agreement are references to articles and/or paragraphs of this Agreement unless this Agreement states otherwise, and reference to any paragraph covers the whole given paragraph, including all of its sub-items;
 - (c) **titles and paragraph markings** specified in this Agreement serve exclusively for the ease of orientation in the text of the Agreement and are not relevant to its interpretation;
 - (d) words that refer to **persons** will include natural persons, legal persons and associations of persons that are not recorded into commercial register;
 - (e) any reference to a **person** (including Contracting party) includes also their legal successors and transferees and acquirers of rights or obligations that have become transferees or acquirers of rights or obligations in accordance with the Agreement, to the rights and/or obligations from which they entered;
 - (f) words that indicate only **the singular** include the plural and vice versa;
 - (g) it is believed that a certain condition **persists**, if the relevant Contracting party did not eliminate this condition, or if the other Contracting party did not waive the rights arising from this condition;
 - (h) any reference to a **document** means the document in question with its amendments and other changes, including innovations;
 - (i) terms **accept, agree, approve**, and all their derived forms mean these actions in writing;
 - (j) document **in written form** means the document that is handwritten, typewritten, printed, or made in electronic form on physical media, and existing in the form of a hard copy.

Appendix 2

Tuition Fee (Payment conditions)

1. The Basic Tuition Fee for the school year 2019/2020 for education and teaching of pupils in first – fifth grade classes is EUR 100.00 per month, if there are eleven (11) to sixteen (16) pupils in the class.
2. The Basic Tuition Fee for the school year 2019/2020 for education and teaching of pupils in first – fifth grade classes is EUR 115.00 per month, if there are less than eleven (11) pupils in the class.
3. The determining factor for the sum of the Basic Tuition Fee pursuant to Clauses 1 and 2 above is the number of pupils in the Class on June 20, 2019.
4. If the **Pupil's Legal representative** signs the Agreement prior to the date when the exact number of Pupils in the Class is determined according to the Clause 3 above, the exact sum of the Basic Tuition Fee will be announced on the School's webpage in advance, in order to enable the Legal representative to pay the Tuition Fee in accordance with this Agreement.
5. If there is a change in the number of Pupils in the Class after the date stated in the Clause 3, the sum of the Basic Tuition Fee will be adjusted accordingly, starting to be effective in the month which is following the month in which the change of the number of Pupils in the Class occurred.
6. **Pupil's Legal representative** is entitled to the Discounted Tuition Fee regarding the sibling of the Pupil under the following conditions stated in this Agreement.
7. **The Discounted Tuition Fee as stated in the Clause 6 above is in the sum:**
 - (a) **EUR 50.00 per a month for each sibling of the Pupil of the School, who studies in the Class with eleven (11) to sixteen (16) pupils;**
 - (b) **EUR 57.50 per a month for each sibling of the Pupil of the School who studies in the Class with less than eleven (11) pupils.**
8. The determining factor for the sum of the Discounted Tuition Fee according to the Clause 7 above is the number of Pupils in the Class on June 20, 2019.
9. **If the Pupil's Legal representative signs the Agreement prior to the date when the exact number of Pupils in the Class is determined according to the Clause 8 above, the exact sum of the Basic Tuition Fee will be announced on the School's webpage, in order to enable the Legal representative to pay the Tuition Fee in accordance with this Agreement.**
10. If there is a change in the number of Pupils in the Class after the date stated in the Clause 8 above, the sum of the Discounted Tuition Fee will be adjusted accordingly, starting to be effective in the month which is following the month in which the change of the number of the Pupil in the Class occurred.
11. The Basic Tuition Fee for education and teaching of the Pupil in the first-fifth grade Class is increased by 50% of the sum of the Basic Tuition Fee, or of the Discounted School Fee if the Pupil is a foreigner and does not speak Slovak („**Increased Tuition Fee**“).

- 12. The Tuition Fee does not include the cost of:**
- (a) activities and teaching carried out by the third parties (including the teachers of foreign languages) who are not employees of School and provide the education of the Student in facultative English School Club; and
 - (b) activities and teaching provided within the frame of voluntary foreign language (German Language, Russian Language, Spanish Language); and
 - (c) activities and teaching carried out by the employees of School or third person who are not employees of the School and provide facultative education of the Pupil; and
 - (d) school meal and milk snack of the Pupil;
 - (e) allowance and fares for activities which are planned in the interest groups.
- 13.** The sum of the Fees for the costs stated in the Clause 12 is determined in a special document issued by the School
- 14. Prior to signing this Agreement, Pupil's Legal representative can choose the frequency of payments for the Tuition Fee in the school year 2019/2020:**
- (a) **once a month-** the sum of the Tuition Fee determined in accordance with this **Appendix 2**;
 - (b) **twice a year –** the sum of five (5) payments of the monthly Tuition Fee stated in the Clause 14(a); or
 - (c) **once a year –**the sum of ten (10) payments of the monthly Tuition Fee stated in the Clause 14(a).
- 15. Pupil's Legal representative** pays the Tuition Fee in advance in the time and under conditions determined in this Agreement.
- 16. In case that the Pupil's Legal representative** chooses to pay the Tuition Fee for the School year 2019/2020 **once a month**, the payments are to be paid in the sum as stated in the Clause 14(a) a month in advance, in the following terms:
- (a) for September 2019 by June 15, 2019;
 - (b) for October 2019 by September 15, 2019;
 - (c) for November 2019 by October 15, 2019;
 - (d) for December 2019 by November 15, 2019;
 - (e) for January 2020 by December 15, 2019;
 - (f) for February 2020 by January 15, 2020;
 - (g) for March 2020 by February 15, 2020;
 - (h) for April 2020 by March 15, 2020;
 - (i) for May 2020 by April 15, 2020;
 - (j) for June 2020 by May 15, 2020.

17. If the **Pupil's Legal representative** chooses to pay the Tuition Fee for the school year **twice a year**, the payments are to be paid in the sum as stated in the Clause 14(b) a half year in advance, in the following terms:
 - (a) for the 1st semester of the school year 2019/2020 by June 15, 2019;
 - (b) for the 2nd semester of the school year 2019/2020 by December 15, 2019.
18. If the **Pupil's Legal representative** chooses to pay the Tuition Fee for the School year **once a year**, the payment is to be paid in the sum as stated in the Clause 14(c) a year in advance, by June 15, 2019.
19. If the Legal representative chose to pay for the Tuition Fee once a year or twice a year, and after the payment, the sum of the Tuition Fee is adjusted as stated in the Clause 5 and Clause 10:
 - (a) The Legal representative pays the Outstanding payment for the Tuition Fee to the School in the time and under the conditions determined by the School; or
 - (b) The School returns the Excess payment for the Tuition Fee to the Legal representative, without delay, after satisfying the conditions in accordance with this Agreement.
20. The **Pupil's Legal representative** pays the Tuition Fee to the bank account of the School: SK39 1100 0000 0029 5570 6590 in Tatra banka, a.s. the **Pupil's Legal representative** indicates the variable symbol – the birth number of the Pupil and the transaction description „School Fee, name and surname of the Pupil“.
21. If the Pupil does not start learning at the School for any reason, the paid Tuition Fee will not be refunded.
22. **The Enrolment fee for the school year 2019/2020 is EUR 120.00.**
23. The **Pupil's Legal representative** pays the Enrolment fee to the School in the sum stated in the Clause 22 above within five (5) days after the effective date of the Agreement as stated in the Clause 9.6.1 above.
24. The obligation to pay the Enrolment Fee is related only to the Pupil who is becoming a new Pupil of the School in any of the Classes before the beginning of the school year 2019/2020; or during the school year 2019/2020. For the avoidance of doubt, the obligation to pay the Enrolment Fee does not relate to a Pupil who is continuing in the education process at the School in the higher Class immediately after completing the education in the lower Class at the School.
25. The **Pupil's Legal representative** pays the Enrolment Fee to the bank account of the School: SK39 1100 0000 0029 5570 6590 in Tatra banka, a. s. the **Pupil's Legal representative** indicates the variable symbol – the birth number of the Pupil and the transaction description „Enrolment Fee, name and surname of the Pupil“.
26. If the Pupil does not start learning at the School for any reason, the paid Enrolment Fee will not be refunded.