



# Registration Agreement | Rainbow Nursery | 2022-21

This Registration Agreement (the "Agreement") is entered into by and between Rainbow Nursery Ltd, a company duly incorporated under the laws of the state of Israel ("Rainbow"), and the parents of the child whose names are prescribed below (the "Parents" and "Child" respectively).

## 1. Registration to the Nursery

Subject to the terms and conditions set forth in this Agreement, Rainbow shall provide the Child a place in the nursery operated by it (the "Place" and "Nursery" respectively) for a period commencing on the commencement prescribed below (the "Commencement Date") and ending on August 31<sup>st</sup>, 2022 (the "Term").

## 2. Registration Fee

Upon signing this Agreement, the Parents shall pay Rainbow a registration fee in the amount of NIS 500 (the "Registration Fee"). The Registration Fee shall be non-refundable unless Rainbow is unable to provide the Child a Place in the Nursery for the Term as prescribed above, for a reason under Rainbow's control. The Registration Fee shall not be required to be paid by the Parents if re-registering the Child for the following academic year.

## 3. Nursery Fees

- 3.1 In consideration for the Place rendered to the Child, the Parents shall pay Rainbow monthly fees in the amount set forth in Rainbow's fees and operation web page <https://rainbow-nursery.info/full-day-care/prices-and-hours/> (the "Web Page") which is published within Rainbow's website (the "Fees").
- 3.2 Upon signing this Agreement, the Parents shall provide Rainbow 12 post-dated cheques, dated for the 1st of each calendar month through to August (the "Cheques"). The Cheques shall be deposited monthly by Rainbow. An additional charge in the amount of NIS 250 shall be applied in any event that a Cheque is returned by the bank due to insufficient funds.
- 3.3 Rainbow has the right to increase the Fees at any time and at its sole discretion, upon giving one calendar month's prior written notice to the Parents.
- 3.4 In any event that the Child is absent from the Nursery due to illness, holidays or any other reason whilst the Nursery is open, full payment of the Fees is due and the Parents shall not be entitled to offset any part thereof.
- 3.5 In the event Rainbow deems it is impossible to open the Nursery for reasons beyond Rainbow's control, including but not limited to, natural disasters, war, security alerts, water and/or electricity and/or other necessary infrastructure outage, epidemic/pandemic or other health and/or safety reasons, the usual Fees will apply without any refund or discharge.

## 4. Deposit

- 4.1 Upon signing this Agreement, the parents shall pay Rainbow an amount of NIS 5500 (the "Deposit"). The Deposit shall not be required to be paid by the Parents if re-registering the Child for the following academic year. The purpose of the Deposit is, among others, to ensure Rainbow's compensation for losses and/or damages that might be incurred by it in any event of breach of this Agreement and/or any of the events set forth in Sections 6, 7.3(iv) 8 and 10.1 herein. Rainbow and the Parents hereby agree and acknowledge that the amount of the Deposit reflects a conservative estimation of the losses and damages that might be incurred by Rainbow in any of the foregoing events.
- 4.2 The Parents shall be entitled to receive the Deposit back unless in the event of breach of this Agreement by the Parents and/or any of the events set forth in Sections 6, 7.3(iv), 8 and 10.1 herein, without derogating from any legal remedy and/or course of action to which Rainbow shall be entitled pursuant to this Agreement and/or under the applicable Law.
- 4.3 The Deposit Shall be returned to the Parents subject to the aforesaid in Section 4.2 above and to the payment of any and all outstanding amounts to which Rainbow is entitled pursuant to the terms of this Agreement, in either of the following circumstances: (i) the Nursery cannot offer the Place to the Child; or (ii) at the request of the Parents in writing after the last day of the Child's attendance in the Nursery, upon presenting the receipt issued by Rainbow to the Parents.

## 5. Opening Days and Hours

- 5.1 The Nursery shall be opened as prescribed on the company Web Page. <https://rainbow-nursery.info/full-day-care/prices-and-hours/>
- 5.2 Notwithstanding the aforesaid, the Nursery shall be closed for all public holidays and a further three days per year for staff training, and one day in early August. A full list of closure days can be downloaded from the Nursery website, updated annually. Furthermore, from time to time the Nursery may need to close for essential works, training or relocation. In any of such events the usual Fees shall apply without any refund or discharge.
- 5.3 It is hereby clarified and agreed that in the month of August attendance of the Child in the Nursery shall be permitted for the first two weeks only. However, if the Parents re-register the Child for the following academic year and execute the Registration Agreement then in effect, the Child's attendance in the Nursery shall be permitted during the entire month of August, subject to the aforesaid in Section 5.2 above. Full Fees for the month of August will apply, regardless of whether the Child is allowed to attend for two weeks only or the entire month.

## 6. Cancellation Fees

In the event of cancellation of this Agreement by the Parents before the Commencement Date and after Rainbow confirms it can offer the Child a Place, the Parents shall pay Rainbow cancellation fees according to the date in which such cancellation was made in the amounts prescribed next to each cancellation date as follows (the "Cancellation Fees"):

Cancellation Date	Cancellation Fees
More than 12 months before the Commencement Date	The Deposit and in addition Fees for 1 month.
6-12 months before the Commencement Date	The Deposit and in addition Fees for 2 months.
3-6 months before the Commencement Date	The Deposit and in addition Fees for 3 months.
Up to 3 months before the Commencement Date	The Deposit and in addition Fees for 4 months.

Parents who would wish to pay the Cancellation Fees in one immediate installment shall be entitled to 25% discount on the outstanding Cancellation Fees.

## **7. Termination**

- 7.1 After the Commencement Date, the parents may terminate this Agreement by providing Rainbow **one full calendar months' prior written notice (the "Notice Period") after 31<sup>st</sup> November**. In the event the Parents failed to provide Rainbow notice of termination as set forth in this Section, the Notice Period shall be regarded as one full calendar month as of the last day the Child attended the Nursery.
- 7.2 Notwithstanding the aforesaid in Section 7.1 above: (i) if Parents terminated this Agreement prior to December 31<sup>st</sup>, **Parents shall be liable for any and all outstanding Fees and other payments due** and payable to Rainbow pursuant to the terms of this Agreement ("**Payments Due and Payable**") until December 31<sup>st</sup>; (ii) if Parents terminated this Agreement after December 31<sup>st</sup>, Parents shall be liable for any and all Payments Due and Payable until the expiration of the Notice Period, whether the Child attended the Nursery in such period or not.
- 7.3 **Rainbow may terminate this Agreement at any time and for whatever reason by providing the Parents one calendar month's prior written notice**. Notwithstanding the aforesaid, Rainbow shall be entitled to Terminate this Agreement immediately and to remove the Child from the Nursery in any of the following events: (i) Parents has breached any of the Nursery's policies; (ii) Nursery's management deems, at its sole discretion, that the continued presence of the Child or the Parents or relatives thereof is detrimental to the health, safety or well-being of the Child and/or other children in the Nursery and/or the Nursery's staff or employees; (iii) The Parents threatens to take legal action against Rainbow and/or the Nursery and/or any of the staff members, shareholders, officers and/or employees thereof and/or other parents of children enrolled to the Nursery for whatever reason; (iv) any of the Payments Due and Payable is outstanding for more than 7 days, for whatever reason; (v) event of solicitation as set forth in Section 8 below; (vi) breach of the undertakings set forth in Sections 10, 13 and/or 14 below.
- 7.4 Upon Termination of this Agreement the Child shall cease forthwith to be admitted to the Nursery, and no amounts whatsoever will be refunded.

## **8. Non-solicitation of Staff**

Parents hereby undertake that during the Term and for a period of six months thereafter (the "**Restriction Period**"), they shall not induce any of Rainbow's employees, consultants, staff members, suppliers or customers to terminate, or reduce his/its scope of relationships with Rainbow. In addition, during the Restriction Period the Parents shall not entice away or attempt to entice away any person from the employment of Rainbow, and shall not, directly or indirectly, solicit or recruit any person who was employed by Rainbow within the period of six months prior to Termination, for the purpose of being employed or engaged by the Parents, directly or indirectly. Failure to comply with this undertaking shall result in immediate Termination of this Agreement and forfeiture of the Deposit, without derogating from any and all remedies and/or courses of action to which Rainbow is entitled pursuant to this Agreement and/or the applicable Law. To remove any doubt, during the Restriction Period the Parents shall not be allowed to engage any of the Nursery's staff members for any purpose, including babysitting purposes.

## **9. Late Collection**

If the Child is not collected by the Collection Time, as applicable (the "**Late Collection Event**"), a **late collection fee in the amount of NIS 10 for every 1 minute** over the said Collection Time, shall apply (the "**Late Collection Fee**"). The Late Collection Fee is payable within 2 days from the Late Collection Event.

## **10. Sickness and Vaccinations**

- 10.1 The **Child may not attend the Nursery if he or she is unwell**. Parents undertake to refrain from sending the Child to the Nursery if the Child is unwell, as well as to **collect the Child within 60 minutes** if asked to do so by the Nursery. Failure to comply with these undertakings may result in the immediate Termination of this Agreement and the forfeiture of the Deposit.
- 10.2 The Parents undertake to provide full, comprehensive and accurate information about the Child's immunization status, and the **Child's attendance in the Nursery may be refused**, at Rainbow's sole discretion at any time if a national vaccination program has not been followed. In such event, the **Parents shall be liable for any and all Payments Due and Payable** during the period in which the Child's attendance was not permitted.

## **11. Loss and Damage**

Subject to any cogent order prescribed by the governing Law, by signing this Agreement the Parents, on their own behalf and on behalf of the Child (collectively, the "**Releasers**"), hereby irrevocably, unconditionally and fully waive, release, acquit, forever discharge Rainbow and each of its shareholders, directors, officers, employees, agents, staff members and assigns (collectively, the "**Rainbow Releasees**") from any and all actions or causes of action, suits, claims, liabilities, losses, damages, costs and expenses, judgments, rights and demands of any kind and character, whether fixed or contingent, known or unknown, suspected or unsuspected, mature or unmatured, in law or contract (collectively, the "**Claims**") which the Releasers and/or anyone on their behalf now has, ever had or may hereafter have against Rainbow Releasees in connection with this Agreement.

## **12. Emergency Medical Treatment**

The Parents hereby irrevocably, unconditionally and fully agree that the Nursery manager and/or his/her appointees have full authority to provide basic first aid and to give consent, if the Parents cannot be reached in time, for the carrying out of any emergency treatments or procedures.

## **13. Non-Disparagement**

In the event that Parents have any cause for concern or complaint, they undertake to immediately resolve such concern or complaint with the Nursery's staff, and where an informal resolution cannot be reached concerns must be relayed in writing to the Nursery's Manager. **The Parents undertake to not disclose any such concern or complaint to any third party** who is not directly associated with the care of the Child, including but not limited to by means of Whatsapp and other social media and/or instant messaging platforms. **The Parents undertakes to avoid any kind of discussion and/or expression, including on the Internet, chat groups and chats rooms, instant messenger services or social media but not limited to the foregoing, that might damage Rainbow's and or the Nursery's reputation and/or professional status and/or impression or image, including Rainbow's employees, officers, managers and staff members**. Failure to comply with the undertakings set forth in this Section shall be construed as material breach of this Agreement, which may result in the immediate Termination of the Agreement and the forfeiture of the Deposit, without derogating from any legal remedy and/or course of action to which Rainbow is entitled under the applicable Law.

## **14. Nursery Policies and Procedures**

- 14.1 The Parents hereby declare that they carefully read the Nursery's policies as such are published in the Nursery's website (<https://rainbow-nursery.info/information-for-parents/>). **The Parents undertake to follow all published policies and procedures** of the Nursery, and any updates thereof that may be published from time to time on the Nursery's websites and communicated via newsletters.
- 14.2 By signing this Agreement, the **Parents undertake to use public transportation or travel by foot, bicycle or another sustainable/environmentally friendly mode of transportation wherever possible. If the Parents uses a private car, the Parents undertake to park or stop the car legally during pick up and drop off**, and use designated public parking facilities.
- 14.3 The Parents undertake for themselves and/or anyone on their behalf, to **communicate in a polite, courteous and respectful manner** to Nursery staff at all times.

14.4 Failure to comply with any of these undertakings in this Section 14 may result in immediate Termination of the Agreement and the forfeiture of the Deposit.

**15. Location of the Nursery**

The location of the Nursery may change from time to time at Rainbow's sole discretion, without having any influence on any of the other terms and conditions of this Agreement.

**16. Miscellaneous.**

16.1 Notices. All notices and other communications shall be delivered or sent by e-mail, or certified or registered mail, to the address mentioned below, or to such other address as shall have been furnished by the Parties. Any notice required under this Agreement shall be deemed given: (i) upon receipt, when delivered personally; (ii) within one (1) business day, if sent via email; (iii) four (4) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, if sent by standard first class (or local equivalent) mail.

16.2 Governing Law & Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Israel without regard to its conflicts of law rules. The competent courts residing in Tel-Aviv shall have sole and exclusive jurisdiction and venue over any dispute related to this Agreement and both Parties hereby consent to such jurisdiction and venue.

16.3 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The Parties agree to re-negotiate in good faith any term held invalid, illegal or unenforceable and to be bound by the mutually agreed substitute provision.

16.4 Waiver and Amendment. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. No amendment or modification of this agreement shall be valid unless evidenced in writing signed by both parties; (e)

16.5 Assignment. The Parents shall not assign any of his rights and obligations hereunder to any third party.

16.6 Entire Agreement. This Agreement shall constitute the full and entire agreement, covenants, promises and understandings between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises and representations made by the parties, whether written or oral, concerning the subject matter hereof.

**Commencement Date:** 1<sup>st</sup> June 2021

**Termination Date of contract:** 31<sup>st</sup> August, 2021