
STANDARD TERMS AND CONDITIONS

1. Introduction

We - the owner, teachers and staff of Smiley Kids EDENVALE wish to take this opportunity to welcome you and your child to our school. We confirm that our priority is to provide quality service to you and your child in a professional manner.

2. Acceptance

The undersigned ("the Applicant") hereby acknowledges that he/she shall be liable for the payment of the monthly fees in respect of the child-minding services as more fully explained in clause 3 hereof.

3. Terms of Payment

3.1 The **monthly fees** shall be determined by Smiley Kids EDENVALE from time to time. Parents shall be advised, in writing, of changes to any fees payable to Smiley Kids EDENVALE or any of its service providers and/or agents. Non-receipt of the notification of changes to any applicable fee shall not invalidate such change to the applicable fees. The fees of Smiley Kids EDENVALE shall increase annually at the end of December. Such an increase shall be implemented and will be effective from **01 January** annually.

3.2 Monthly school fees are due and payable in **advance** and shall be paid no later than the 1st day of the month during which the service is rendered. Smiley Kids EDENVALE reserves the right to refuse access to the Applicant and his/her child/children if the fees that are due have not been paid in full or are outstanding on the 4th of the month.

3.3 Should the 1st day of the month fall on a Saturday, Sunday, or Public Holiday then the amount due to Smiley Kids EDENVALE shall be payable on the preceding ordinary working day.

3.4 Payments made after the 4th day of a month (as well as arrears) shall be subject to the maximum interest rate permissible under the National Credit Act and its regulations. Currently 10%

3.5 Every payment by the Applicant arising out of or in connection herewith shall be made at the address of Smiley Kids EDENVALE or via bank transfer, free of any deductions and without set-off on the due date and without demand.

Private Pre-Primary School & Exclusive Baby Centre

GAM DU PLESSIS ENTERPRISES 2015/257559/07

PRINCIPAL: Gerda du Plessis

106 Third Ave, Edenvale
Tel: 0116097178 or 0832859992
Email: edenvale@smileykids.co.za
Website: www.edenvalesmileykids.co.za

3.6 The Applicant shall be liable to pay collection commission, all attorney/client fees and tracing fees (if applicable) if Smiley Kids EDENVALE must institute legal action to recover any amount outstanding to it by the Applicant as set out further in clause 12 and below.

3.7 Fees may be paid either by means of a card machine at the premises of Smiley Kids EDENVALE (please ensure that you receive an official Smiley Kids EDENVALE receipt with the correct amount recorded thereon) or by means of an internet transfer or by direct bank deposit. The school's bank account number is:

Banking details	
Account Holder	SMILEY KIDS (GAM DU PLESSIS ENTERPRISES)
Bank	First National Bank (FNB)
Branch and code	252442
Account number	62 555 750 358

Please ensure when making the payment that you use the child's name and surname as the reference of the payment. Proof of payments must be submitted at the school or sent via email to edenvale@smileykids.co.za.

3.8 Smiley Kids EDENVALE reserves the right to withhold any academic and/or other information concerning the Applicant's child or children's progress if any fees are outstanding or not paid in full.

3.9 An amount of, R1500(One Thousand Five Hundred Rand), is payable on receipt of the enrolment form for registration. No enrolment form will be accepted without the registration fee. This registration fee is a once-off payment and is for administration costs and is not refundable. This includes a starter stationery pack and maintenance fee on equipment.

Applicant initial

3.10 A stationery and equipment maintenance fee is charged once off annually and will be communicated at the beginning of an academic year.

4. Notice

4.1 If the Applicant wish to remove his/her child/children from Smiley Kids EDENVALE, then the Applicant shall be obliged to give Smiley Kids EDENVALE **one calendar month's written notice**. For the purpose of this clause, a calendar month notice shall mean from the first day of the month until the first day of the next

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month (for example, notice given on **15 March** shall only have effect from **01 April** and the agreement shall terminate one calendar month later, on **01 May**).

4.2 Despite the provisions of this clause, the Applicant may not give notice for the months of **November and December**. The fees for December are fully payable. Notice to terminate this agreement for the end of December must be handed in at the office by no later than the end of **October**.

4.3 Smiley Kids EDENVALE shall be entitled to give the Applicant shorter notice of the termination of this agreement in the event of a material breach of this agreement as well as a breach or non-compliance with any standing operational procedures, code of conduct or other policies of Smiley Kids EDENVALE. Such shorter notice by Smiley Kids EDENVALE to the Applicant may be verbal or in writing. Should Smiley Kids EDENVALE in its opinion believe that the Applicant's child is not suited to be a student at the school for any reason whatsoever, it may in its sole discretion terminate this agreement by providing the Applicant with 5 days written notice of its intention to terminate. The Applicant shall nevertheless be obliged to pay for the calendar months' notice and the remainder of the month in which the child was removed from school.

5. School Hours

5.1 The school hours are strictly from 6h30 to 18:00. Monday to Friday, excluding Public Holidays when the school shall be closed.

5.2 Should the Applicant's child/children be collected after 18:00 a late collection fee of R150 (One hundred and fifty rand) for every 15 minutes or part thereof after 18:00 will be charged to his/her account. This amount may be amended from time to time at the sole discretion of Smiley Kids EDENVALE Management and Finance Committee.

5.3 No unauthorized person or children under the age of 18 will be allowed to collect the Applicant's child or children from Smiley Kids EDENVALE. Smiley Kids EDENVALE must be informed if any other person will collect the Applicant's child or children from school. Please furnish us with the person's identity number, name and surname and a short description of the features of the person concerned.

5.4 The school shall be closed for the December Holidays from approximately 15 December until approximately the second Tuesday of January. The specific details in this regard will annually be communicated to Applicants by the end of October.

5.5 The full school fees shall be payable, despite the closure of the school during this period. The exact dates will be communicated in writing to the Applicant.

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5.6 Smiley Kids EDENVALE will be closed during the July school holidays for 5 days. The exact dates of this closure will be communicated to the Applicant as soon as the Department of Basic Education communicates the school terms.

6. Indemnity

6.1 Although every precaution necessary will be taken to prevent accidents, neither Smiley Kids EDENVALE nor any of its employees, agents, guests, facilitators, representatives, or anyone acting on its behalf shall be held liable for any injury, be it physical, emotional or psychological or howsoever caused to the child whilst under the control of Smiley Kids EDENVALE, be it as a result of gross negligence or otherwise.

6.2 Smiley Kids EDENVALE shall further be indemnified and held harmless by the Applicant against any claim of whatsoever nature and howsoever arising whether in contract or delict, which may be brought against Smiley Kids EDENVALE, its members, employees, agents, guests, facilitators by any other third party.

7. Transport Facility

7.1 Smiley Kids EDENVALE has a transport facility available to all parents and children to collect and/or drop off children from or at home, collect and drop off children at their primary school and for outings that are away from the premises of Smiley Kids EDENVALE. Smiley Kids EDENVALE reserves the right to limit the area of operation of the service. The fees applicable for this service shall be determined by Smiley Kids EDENVALE from time to time.

7.2 Smiley Kids EDENVALE reserves the right to levy an additional amount on users of this transport facility when high fuel prices necessitate such a levy.

7.3 If the Applicant's child or children are being transported by Smiley Kids EDENVALE, for whatever reason, (including but not limited to outings, collecting, or dropping off) it will be at the Applicant's and the child's own risk. Smiley Kids EDENVALE (including all its employees and or any person acting on behalf of Smiley Kids EDENVALE) shall not be liable in respect of any injury sustained or damage suffered by the Applicant's child or children.

8. School property

If the property of the school is damaged by the Applicant's or his/her child or children, the Applicant will be responsible for all costs to replace or repair the damaged property.

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9. Breach

9.1 The Applicant shall be in breach of this agreement if the Applicant fails to make payment of any amount due and payable to Smiley Kids EDENVALE on its due date or if the Applicant being placed under administration or is sequestered or by virtue of the attachment of the assets of the Applicant in any judicial process.

9.2 In the event of the breach of this agreement by the Applicant as is set out in clauses 4 and 9.1 above, Smiley Kids EDENVALE may elect to cancel this agreement with or without notice in the sole discretion of Smiley Kids EDENVALE and the Management and Finance Committee.

9.3 Smiley Kids EDENVALE shall be entitled to list the name of the Applicant on a credit control list for all the Smiley Kids schools. The effect thereof is that the Applicant's child or children may be refused entry to any Smiley Kids school within the national boundaries of the Republic of South Africa until such time that the act or omission that caused the breach, is remedied and Smiley Kids EDENVALE reserves the right to proceed with legal action against the Applicant without further notice.

10. Notice and Domicilia

10.1 The parties choose the domicilia citandi et executandi for the purpose of all notices and processes arising out of or in connection with this agreement as follows:

Smiley Kids EDENVALE : 106 Third Avenue, Edenvale

Applicant (physical address) : _____

10.2 Any notice sent by post, by either party to the other, shall be deemed to be received on the seventh day after the date of posting or on the date of delivery in the case of delivery by hand.

10.3 Each party shall be entitled to change the address specified by it in terms of this clause, in writing, to any other address within the Republic of South Africa (not being a post office box or poste restante) on not less than 14 calendar days prior written notice to the other party.

11. Duration and Termination

This contract shall operate for an indefinite period and is subject to the notice periods as set out in clause 4 above.

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12. Costs

All legal and collection costs, including attorney and own client costs, tracing fees, charges and disbursements incurred by Smiley Kids EDENVALE in collecting or endeavoring to collect all or any amount payable by the Applicant hereunder, shall be for the account of the Applicant and payable on demand.



Smiley Kids EDENVALE is affiliated with **TPN Credit Bureau, a registered credit bureau**, all account payment profiles, patterns and behaviour are recorded monthly with the credit bureau for the purposes per the National Credit Act

CONSENT CLAUSE: (Future consumer/debtor)

The consumer/debtor consents to and authorizes Smiley Kids Edenvale the supplier, service and/or credit provider, as the case may be, to:-

- a) contact, request and obtain information at any time from any supplier, service or credit provider (or potential credit provider) or registered credit bureau to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer/debtor; and
- b) provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer/debtor to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a trade reference regarding the consumer's/debtor's dealings with the supplier, service and/or credit provider.

13. Certificate of indebtedness

The indebtedness of the Applicant to Smiley Kids EDENVALE in terms of this contract shall be determined and conclusively proved for all purposes by a certificate signed on behalf of Smiley Kids EDENVALE.

14. Jurisdiction

The Applicant hereby consents, notwithstanding the amount of the claim, to the jurisdiction of the Magistrates Court.

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15. Emergency Medical Treatment, Illness, Injury and Medication

15.1 Smiley Kids EDENVALE cannot accept responsibility for any sick children, those running high temperatures, vomiting, with eye infections, or that have diarrhea or head lice. Should the Applicants' child display any signs of the above-named conditions, the Applicant will be requested to collect the child from school and take him/her to a doctor for proper assessment of the condition and relevant medication.

15.1.1 Medication may be sent to school to be administered by the school's Occupational Health and Safety Representatives in the following instances:

Short-term medication:

- The medication is labelled with the child's name, the dosage, the frequency and method (by mouth, nose ears or topical ointment), the name of the prescribing doctor and the dispensing pharmacist.
- Medication is recorded on applicable forms daily.
- The condition is not contagious.
- Antibiotics after 48 hours after the 1st dosage was given.
- Teething medication

Chronic medication:

- Child has been diagnosed by a medical practitioner to have a certain condition which requires chronic medication e.g., asthma, diabetes etc.
- The medication is labelled with the child's name, the dosage, the frequency and method (by mouth, nose ears or topical ointment), the name of the prescribing doctor and the dispensing pharmacist.
- Medication is recorded on applicable forms daily.

15.2 In the event of the Applicant's child or children contracting any infectious disease, Smiley Kids EDENVALE must be notified immediately. Children with infectious diseases may not be sent to Smiley Kids EDENVALE until certified as non-contagious by the Applicant's doctor.

15.3 Please ensure that allergies that your child or children may have. are recorded on the enrolment form.

15.4 A copy of an updated immunization record card (Clinic card) should be submitted at the beginning of the academic year(annually)

15.5 The Applicant or the other parental party of the child or children hereby consent to the administration of any emergency medical assistance, namely first aid, as is deemed appropriate, by Smiley Kids EDENVALE, in the event of injury to the child.

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15.6 Should the Applicant's child or children require emergency medical treatment the Applicant hereby gives Smiley Kids EDENVALE authority to make use of the services of the preferred Emergency Service Provider Emer-G-Med. The Applicant shall remain liable for the costs incurred by such emergency medical treatment.

16. General

16.1 This agreement constitutes the whole and entire agreement between the parties and there are no other agreements, representations, or warranties between the parties other than those specifically set forth herein.

16.2 No amendment, variation or modification of this agreement shall be of any force or effect unless the same is confirmed in writing and signed by all the parties hereto.

16.3 No indulgence on the part of either party in exercising any right conferred upon such party in terms of this agreement shall constitute a waiver or novation of any such right, nor shall any single or partial exercise of any right preclude any other of future exercise thereof or the exercise of any other right under this agreement.

16.4 Smiley Kids EDENVALE shall be entitled, without notice to the Applicant, to cede, transfer or assign its rights under this agreement to any third party.

16.5 The person responsible for the account and preferably both parents must sign the agreement and supply with the signed agreement and enrolment form a copy of their identity document. A copy of the child or children's birth certificates and immunization must accompany this signed agreement and enrolment form.

17. POPI ACT DISCLAIMER

This disclaimer is provided in accordance with the Protection of Personal Information Act (POPIA). Smiley Kids EDENVALE respects your privacy and is committed to protecting your personal information. By using our services or providing us with your personal information, you consent to the collection, processing, and sharing of your information as described in this disclaimer.

17.1 Collection of Personal Information:

We may collect personal information from you for the purpose of, providing our services and processing your child's information for assessment purposes. The information collected may include parent / legal guardian and child's name, contact details, date of birth, and identity number.

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17.2 Processing and Use of Personal Information:

Your personal information will be processed and used solely for the purpose for which it was collected, and as permitted or required by law. We will not use your information for any other purpose without your consent.

17.3 Sharing of Personal Information:

We may share your personal information with debt-collecting agencies/ lawyers as necessary to fulfill the agreement as set out above. We will not sell, rent, or lease your personal information to third parties.

17.4 Your Rights:

You have the right to access, correct, and delete, your personal information. To exercise these rights or for any inquiries related to your personal information, please contact us at Smiley Kids EDENVALE.

17.5 Security:

We have implemented security measures to protect your personal information from unauthorized access, disclosure, or loss.

By continuing to use our services, you acknowledge that you have read and understood this POPI Act disclaimer and agree to the terms outlined herein.

I/We _____ (full names and surname), being the parent(s)/ legal guardian(s) (herein referred to as "the Applicant") of

(Herein referred to as "the child"), understand, agree to and accept the standard terms and conditions aforesaid and that I am bound thereto.

Signature of the Applicant:
(Person responsible for the account)

Identity number:

Date: