



Edenvale



Private Pre-Primary School & Exclusive Baby Centre

GAM DU PLESSIS ENTERPRISES 2015/257559/07

PRINCIPAL: Gerda du Plessis

106 Third Ave, Edenvale

Tel: 0645055699 or 0832859992

Email: edenvale@smileykids.co.za

Website: www.edenvalesmileykids.co.za

Dear Parent(s)/Guardian(s),

Welcome to Smiley Kids EDENVALE!

We're delighted that you've chosen to become part of our school community. At Smiley Kids, we believe that early learning should be filled with discovery, laughter, and growth—and we're excited to share that journey with your child and your family.

Our team is committed to providing a nurturing and stimulating environment where each child feels safe, supported, and encouraged to thrive. We look forward to getting to know you better and working together to ensure the best possible start for your little one.

If you have any questions or need assistance as you settle in, please don't hesitate to reach out.

We're here to help every step of the way.

Warm regards,
The Smiley Kids EDENVALE Team

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Child's particulars **Enrolment form 2026** **Date of enrolment** _____

Full names				Surname			
Known as				Gender			
Date of birth	Day	Month	Year	Home language	Afr.	Eng.	Other (Specify)

Previous Attendance	Day mother	Playgroup	Preschool	Crèche	Other
Name of facility				Duration	

Medical information	Medical aid scheme	Medical Aid nr	Doctor	Doctor nr
Chronic condition/illness e.g. asthma		Allergies e.g. nuts		

Parent information: Mother	Name & Surname	Identity number	Contact number
Email address			
Physical Adress			

Parent information: Father	Name & Surname	Identity number	Contact number
Email address			
Physical Address			

PAYMENTS ARE DUE IN ADVANCE FOR THE UPCOMING MONTH AND PAYABLE ON THE 1ST. A 10% LATE PAYMENT PENALTY APPLIES AFTER THE 4TH AND SERVICES SUSPENDED FROM THE 7TH UNTIL PAYMENT IS RECEIVED.

Person responsible for account	Name & Surname	Identity number	Contact number
Email address			
Physical Address			

Notice of Withdrawal:

A full calendar month's written notice is required if you plan to withdraw your child. Notice must be given from the 1st of one month to the 1st of the next. Fees for the notice month are still payable, even if the child does not attend school during that time.

APPLICANT INITIAL _____

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Family status – Please tick applicable scenario	Parents are married	Parents are not married	Divorced – child stays with Mother	Divorced – child stays with Father	Child stays with guardian	Other – Please specify

People who may collect the child	Name & Surname	Identity number & copy of ID	Contact number

People who may collect the child	Name & Surname	Identity number & copy of ID	Contact number

Emergency contact 1	Name & Surname	Contact number
Emergency contact 2	Name & Surname	Contact number

Services – please tick	Toddler	Baby	Aftercare	Name of Primary School	One- way transport	Two- way transport

Please submit all the following documentation on enrolment to secure placement:

Documents		
	Submitted by applicant	Notes
1. Enrolment form completed & signed		
2. Standard Terms and Conditions –signed		
3. Language of instruction and Social Media Consent Form – signed		
4. Copy of identity document of Father /guardian		
5. Copy of identity document of Mother /guardian		
6. Copy of child’s birth certificate		
7. Copy of the child’s immunization records		
OFFICE USE		
8. Registration fee (R1800) received		
9. Kidsoft		
10. Sage		
11. Broadcast Group (M__F__G__)		

Signature of applicant: _____ Date: _____

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SMILEY KIDS EDENVALE

STANDARD TERMS & CONDITIONS

(Effective 1 January 2026)

1. PARTIES, PURPOSE & DEFINITIONS

1.1 Parties: These Terms & Conditions ("Agreement") are entered into between **Smiley Kids Edenvale (trading as Smiley Kids; "the School")** and the person(s) who signs this Agreement ("**the Applicant**" or "**Parent/Guardian**").

1.2 Purpose: To record the terms on which the School will provide day-care, early learning and related services for the named child(ren).

1.3 Definitions: In this Agreement, unless inconsistent with context: "**Fees**" means all school and ancillary charges set out in the Fee Schedule; "**Due Date**" means the 1st day of each calendar month unless otherwise stated; "**Calendar Month**" means from the first day of a month until the first day of the next month.

2. ENROLMENT, SIGNATURES & DOCUMENTS REQUIRED

2.1 The person/s signing this Agreement is/are the Applicant(s) and accept joint and several liability for all fees and charges. If the Applicant is not the biological parent, proof of legal guardianship is required.

2.2 Required documents on enrolment: a copy of the Applicant's ID(s) (and co-parent's, if applicable); the child's birth certificate; completed enrolment form; signed Social Media and Language of Instruction Consents; completed medical and allergy information form; and emergency contact details

2.3 By signing, the Applicant confirms the truthfulness of all information supplied.

3. FEE SCHEDULE (Effective 1 JANUARY 2026)

3.1 Monthly tuition (subject to adjustments as set out below):

- Babies: R3,738 per month
- Toddlers: R3,450 per month
- Aftercare: R2,065 per month
- Annual Stationery and Equipment Maintenance Fee R1200

3.2 Early Payment Benefit: A 2% discount will apply if the full monthly Fees are received in the School's bank and reflecting on the bank feed on or before the **Due Date (1st of the month)**. The School may vary this benefit at its sole discretion with prior written notice.

3.3 Ancillary & activity fees:

- Family discount (where applicable): 8% (applied to tuition only as approved by the School).
- Transport: R7.00 per km.
- Occasional trip fee: R38 per trip (per child).
- Friday Fun: Toddlers R60, Senior Babies R30.

3.4 Registration & Equipment Maintenance fee (**payable on enrolment**): R1,800 (non-refundable). The fee covers administration and equipment maintenance.

3.5 Advance payment discounts (optional):

- 3 months in advance – 6% discount
- 6 months in advance – 8% discount
- 9 months in advance – 10% discount
- 12 months in advance – 12% discount

Advance payment options are subject to the Advance Payment Policy in clause 6.6.

4. PAYMENT TERMS & METHOD

4.1 Due date: All Fees are payable in advance and no later than the Due Date (1st of each month).

4.2 Payment method: Electronic Funds Transfer (EFT). Cash payments must be receipted by the School at the office.

The School's banking details:

Account Name: Smiley Kids (GAM Du Plessis Enterprises)

Bank: First National Bank (FNB) | Branch Code: 252442 | Account No.: 62 555 750 358

4.3 **Reference:** When paying, include the child's full name and surname as payment reference. Proof of payment must be provided if requested.

4.4 No set-off: All payments are to be made without deduction or set-off.

4.5 Annual fee adjustments: Tuition Fees may be increased annually, and such increases will normally take effect from 1 January. The School will issue written notice of any change. Non-receipt of notice by the Applicant does not invalidate the increase.

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5. LATE PAYMENT, INTEREST & PENALTIES

5.1 Mora interest: Any outstanding Fees remaining unpaid beyond the 7th calendar day after the Due Date shall attract interest at the prevailing mora rate (currently 10.5% per annum) from the Due Date until payment in full. Interest is calculated daily and compounded monthly.

5.2 Remedies: In addition to charging interest and penalties, the School will: suspend the child's attendance; refuse re-admission until account is current; withhold reports and records; and commence recovery action after reasonable written notice.

5.3 Collection costs: All costs of collection, including attorney-and-own-client legal costs, tracing fees and collection commissions, will be for the Applicant's account.

6. ADVANCE PAYMENT OPTIONS & REFUNDS

6.1 If the Applicant elects an advance payment discount, the School will issue written confirmation specifying the period and discount applied.

6.2 Refunds will be calculated as follows:

1 month – 70%; 2 months – 60%; 3 months – 50%; 4 months – 40%; 5 months – 30%; 6 months – 20%; 7 months – 10%. No refund thereafter.

6.3 Forfeiture: If the Applicant withdraws without complying with the notice requirements or is in breach of this Agreement, any prepayment discount may be forfeited, and no refund will be due at the School's discretion.

6.4 The School may set-off any refund against outstanding sums due to the School.

7. NOTICE OF WITHDRAWAL / TERMINATION

7.1 The Applicant must give **one full calendar month's written notice** to terminate enrolment. Notice must be provided in accordance with the Notices clause (Clause 19). For clarity: One full calendar month's written notice is required. For example, notice given on 15 March takes effect from 1 April, and the account remains due until 30 April.

7.2 No notice may be given to terminate the Agreement in November or December; December Fees are fully payable. If termination is requested to take effect at the end of December, notice must be received by 21 October.

7.3 If the Applicant confirms return for the next year but subsequently fails to return without giving proper notice, the account will be treated as outstanding and may be handed to collections.

7.4 The School may terminate this Agreement immediately if the Applicant is in material breach, or if the child's behaviour or needs are such that the School reasonably believes it cannot provide appropriate care (see Clause 13). In such case the Applicant remains liable for any notice period or fees due in terms of this Agreement.

8. SCHOOL HOURS, CLOSURES & LATE COLLECTION

8.1 Normal hours: 06:30–18:00 (Mon–Fri). During June and July, the School closes at 17:30. On the last school day before the December break, closing time will be 12 pm.

8.2 Holiday closure: The School is typically closed from about 15 December to the second Tuesday of January (exact dates advised by end-October). A 5-day closure in July aligned to the DBE calendar may apply. Full monthly Fees are payable despite holiday closures.

8.3 Late collection: A charge of R150 per 15 minutes or part thereof will be charged for collection after official closing time. Continued late collection may lead to termination of enrolment.

8.4 Authorised collectors: Children will only be released to authorised adults (18+). The Applicant must provide names, ID numbers/ID documents and descriptions of authorised persons. The School will request identification on collection. If no authorised details are provided, the child will not be released.

9. TRANSPORT & OUTINGS

9.1 Transport service (where offered): subject to route availability; additional fees (fuel/km) apply. Transport is provided at the Parent's risk and the School accepts no liability for incidents during transport other than proven gross negligence by the School or its employees.

9.2 Excursions/outings: Occasional trip fees apply (Clause 3.2). Parents will be notified in advance and must provide consent for individual events where required.

10. MEDICAL, ILLNESS & EMERGENCIES

10.1 Children with fever, vomiting, diarrhoea, contagious eye infections, head lice or other contagious conditions may not attend the School until medically cleared. Parents must inform the School immediately of any contagious illness. A medical certificate may be required before return.

10.2 Medication: The School will only administer medication where there are written instructions from the parent or treating professional specifying dosage and administration times, and medication is clearly labelled with the child's name. Antibiotics must have been administered for at least 48 hours before the child returns, unless otherwise authorised by a medical practitioner.

10.3 Allergies & immunisations: All allergies must be recorded on the enrolment form and updated. A copy of the child's immunisation card must be provided annually.

10.4 Emergency medical treatment: The School may give first aid. In an emergency the School may call emergency services; the Applicant remains liable for all medical and transport costs incurred.

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10.5 Chronic Medical Conditions and Medication

(a) Parents or guardians must inform the School in writing of any chronic medical condition affecting their child and provide full details of the condition, including possible symptoms, triggers, and emergency procedures (e.g. in the case of seizures or similar events).

(b) A registered medical specialist must provide a formal prescription for any chronic medication to be administered at the School. The prescription must clearly indicate the exact dosage, frequency, and administration instructions. No medication will be given without both a valid prescription and written parental consent.

(c) While the School has staff trained in First Aid, they are not medically qualified to manage specialised conditions.

(d) Should a child's condition require specialised care, treatment, or continuous monitoring beyond the School's capabilities, the School reserves the right to request that the child be transferred to an appropriate medical or educational institution equipped to provide the necessary expertise and support.

11. INDEMNITY & LIMITATION OF LIABILITY

11.1 Except to the extent of proven gross negligence or intentional wrongdoing by the School or its employees, the Applicant indemnifies and holds harmless the School, its employees, agents and contractors against any claim, loss or liability (including claims from third parties) arising from the child's attendance, participation in activities, transport or otherwise.

11.2 This clause survives termination of the Agreement.

12. DAMAGE TO SCHOOL PROPERTY

12.1 The Applicant shall be liable for the cost of repair or replacement of any school property wilfully or negligently damaged by the child or the Applicant.

13. BEHAVIOUR, DEVELOPMENTAL AND LEARNING SUPPORT NEEDS, DISCIPLINE & TERMINATION FOR CONDUCT

13.1 The School promotes positive discipline and does not use corporal punishment.

13.2 The School will inform parents of serious behavioural concerns and will work with them to manage behaviour. If, after consultation, the child's behaviour continues to present a risk or persistent disruption the School may terminate enrolment (Clause 7.4). Termination for conduct does not relieve the Applicant of fees due for the notice period.

13.3 Developmental and Learning Support Needs

(a) The School understands that every child develops at their own pace and aims to support each child's individual growth within its early learning programme.

(b) If a child shows developmental or learning differences — such as autism spectrum traits, significant speech or communication delays, or other special learning needs — the School will work with the parents to apply reasonable support strategies within the limits of its resources.

(c) The School may, in consultation with the parents, request professional assessments or specialist input to better understand the child's needs and guide appropriate support.

(d) If, after careful observation and collaboration, it becomes clear that the child requires specialised support, therapy, or resources beyond what the School can reasonably provide, the School reserves the right to recommend referral to a suitable institution or specialist service that can better meet the child's developmental and educational needs.

14. PHOTOS, RECORDS & DATA PROTECTION

14.1 The School may take photographs or videos for internal educational records, displays and documentation. Use of images for external marketing or social media requires a separate signed consent form.

14.2 The School will keep personal and contact information for administration and communication; the Applicant consents to this processing. The School will handle personal data in compliance with applicable privacy requirements. (POPIA)

15. HEALTH & SAFETY / OHS COMPLIANCE

15.1 The School complies with applicable Occupational Health and Safety standards and may implement additional health protocols (including in response to outbreaks) as required by law or health authorities.

16. NOTICE, DOMICILIUM & CONTACTS

16.1 The School's domicilium citandi et executandi (for notices) is: 106 Third Avenue, Edenvale and notices may also be sent to edenvale@smileykids.co.za. The School's broadcast number is 083 285 9992

16.2 The Applicant's domicilium is the physical address provided on the enrolment form (not a PO Box). The Applicant must keep contact details up to date.

16.3 How notices are deemed received: (a) Hand-delivered — on delivery; (b) Email — on the date and time of successful transmission during business hours (otherwise next business day);

17. ACCOUNTS, STATEMENTS & PROOF OF DEBT

17.1 A statement of account issued by the School shall be prima facie evidence of the Applicant's indebtedness unless the Applicant provides written proof to the contrary within 14 days of receipt.

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18. DEFAULT, CREDIT LISTING & COLLECTION

18.1 If the Applicant is in default the School may list the Applicant with credit bureaux, instruct debt collectors or attorneys, and commence legal proceedings. All resulting costs will be for the Applicant's account.

18.2 The School may also refuse admission to any child whose account is outstanding.

19. FORCE MAJEURE

19.1 Neither party shall be liable for delay or failure to perform if caused by an event beyond the reasonable control of that party (including but not limited to pandemics, government restrictions, floods, fire, strikes, or transport interruptions). The affected party must give written notice and both parties will use reasonable endeavours to mitigate effects. In such cases, tuition fees remain payable to ensure operational continuity unless the School determines otherwise.

20. ASSIGNMENT & CESSION

20.1 The School may cede, assign or delegate any of its rights or obligations under this Agreement, without prior consent. The Applicant may not cede or delegate rights or obligations without the School's prior written consent.

21. SEVERABILITY, WAIVER & AMENDMENTS

21.1 If any provision is found invalid or unenforceable, the remainder remains in force.

21.2 No indulgence, extension, or waiver by the School shall operate as a waiver of any other right or future remedy.

21.3 Amendments to this Agreement must be in writing and signed by both parties.

22. ENTIRE AGREEMENT

22.1 This Agreement (and any documents expressly referred to) constitutes the entire agreement between the parties and supersedes prior agreements, communications or representations.

23. GOVERNING LAW & JURISDICTION

23.1 This Agreement is governed by the laws of the Republic of South Africa. The Applicant consents to the jurisdiction of the Magistrate's Court (notwithstanding the amount) or any competent court as determined by the School.

24. MISCELLANEOUS CLAUSES

24.1 Confidentiality: Parties will keep each other's confidential information private.

24.2 Health & Safety acknowledgment: The Applicant confirms that the child is fit to attend the School and that all medical information and allergies have been fully disclosed on the official medical information form completed at enrolment.

24.3 Emergency contact: The Applicant authorises the School to contact all listed emergency contacts and to act on their instructions if the Applicant is unavailable.

25. SPECIAL ANNUAL RETURN NOTICE

25.1 For administrative planning for the following year, parents must confirm their child's return by 21 October. If uncertain, parents should indicate non-return to avoid billing complications. Parents who confirm return but then fail to return without proper notice will remain liable for fees and the account may be handed to collections.

SIGNATURES & ACKNOWLEDGEMENT

I/We, the undersigned, confirm that I/we have read, understood and agree to be bound by these Terms & Conditions.

Applicant / Person responsible for account:

Name: _____

ID Number: _____

Signature: _____

Date: _____

Co-Applicant / Parent (if applicable):

Name: _____

ID Number: _____

Signature: _____

Date: _____

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RE: LANGUAGE OF INSTRUCTION

Dear Parent/Guardian,

Smiley Kids is a bilingual organization (Afrikaans and English), but the main language used for teaching is English.

If English is not your child's home language, and you still prefer that your child be taught in English, we kindly ask that you complete and sign the declaration below.

By signing, you confirm that you understand and accept English as the language of instruction at Smiley Kids. You also acknowledge that the school cannot be held responsible should your child face any language-related learning challenges as a result of this choice.

Please be assured that we are fully committed to helping every child reach their full potential.

I, _____, parent/guardian of
_____ (child's name), acknowledge that the language of instruction at
Smiley Kids Edenvale is English, and I agree to this.

SOCIAL MEDIA CONSENT FORM

Social Media & Website Use

At Smiley Kids EDENVALE, we love sharing our learners' fun and proud moments on platforms like Facebook, Instagram, TikTok, and our website. These posts help keep families connected and promote our school.

- We kindly request your consent to use photos or videos of your child for:
- Showcasing school life and events
- Strengthening parent-school communication
- Marketing and promotions
- Your child's name and class will not be shared with any image.

Please select one option:

- I give permission for Smiley Kids EDENVALE to use images/videos of my child.
 I do NOT give permission.

Terms

Consent can be withdrawn at any time with written notice.

We will not share images in any harmful or inappropriate way.

No images will be sold or shared with third parties.

Acknowledgement

I, _____ (Parent/Guardian), have read and understood this form and my selections (Language of instruction and social media) above reflect my choice.

Parent / Guardian signature: _____

Child's / Children's Name/ Names: _____