



Parent Contract

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ADMISSION

GENERAL INDEMNITY

The person/s whose details appear in the 'Father Information' and 'Mother Information' Sections, declare that he/she/they are the parent/s or legal guardian/s of the Child/Children, whose details appear in the 'Child's Personal Information' Section. The rights and obligations contained in this contract are binding on every person who signs this contract and must be carried out in order for the Child to be successfully enrolled and retained at the Preschool.

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the 'General Information' of the Preschool, which form part of this contract. If there is any provision in this contract that you do not fully understand, please ask for an explanation before signing.

This contract contains clauses which appear in similar text style to this notice and which:

1. may limit the risk or liability of the Preschool or a third party; and/or
2. may create risk or liability for you; and/or
3. may require you to indemnify the Preschool or a third party; and/or
4. serve as an acknowledgement, by you, of a fact.

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the Preschool in terms of the Consumer Protection Act.

GENERAL OBLIGATIONS OF THE PRESCHOOL

The admission and enrolment of children to the Preschool is at the discretion of the Principal who may refuse a child's admission to the Preschool without giving reasons therefore and may grant temporary or provisional enrolment to the Preschool subject to such further terms and conditions, which the Principal may impose. The Principal may, at his/her sole discretion, cancel enrolment in accordance with the Rules and Policies of the Preschool.

For the sake of clarity, this Agreement regulates the registration and admission of your Child to the Preschool and also regulates the relationship between the Preschool, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the Preschool. Nothing in this contract should be interpreted as a representation or warranty made by the Preschool that your Child will be admitted to and enrolled with the Preschool.

While your Child remains a pupil of the Preschool, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during Preschool hours and at other times when your Child is permitted to be on Preschool premises or is participating in activities organised by the Preschool.

We shall monitor your Child's progress at the Preschool and produce regular written/electronic reports. We will advise you if we have any concern about your Child's progress/development, and we will undertake to make recommendations regarding the diagnosis of any learning disability or other condition: a formal assessment can be arranged either by you or by the Preschool at your expense.

The parties take cognisance of the limitations of the Preschool's physical environment, facilities and resources which limit its ability to provide high quality education to children with special educational needs

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(whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Principal, the Preschool cannot, or can no longer, provide adequately for your Child's special educational needs, the Preschool may not offer enrolment with the Preschool or may cancel this contract in terms of the 'Termination and Cancellation' Section.

DISCLAIMERS

You acknowledge that the Preschool does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including clothing, sporting equipment, books, or any other personal possessions) brought on to the Preschool premises by your Child, unless the Preschool or its staff are in physical possession of that property and damage occurs to that property either because –

1. the Preschool or its staff treated the property as their own; or
2. the Preschool or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property

The Preschool (including its agents, teachers and other employees) will not be liable for any loss following upon injury or death to a child whilst at Preschool, or involved in any Preschool activities, howsoever such injury or death may be caused, except to the extent that such liability may not be excluded in terms of the Consumer Protection Act 68 of 2008.

Unless you expressly notify us in writing to the contrary, you consent to your Child participating, under proper supervision, both in and outside the Preschool, in activities and games which entails some risk of physical injury, as well to your Child travelling to and participating in Preschool activities and programmes outside the Preschool. Subject to the Preschool taking reasonable care to avoid harm and save for any gross negligence on the part of the Preschool, its employees or agents, the Preschool is not responsible for loss or damage resulting from such activities, games or programmes and you indemnify the Preschool against any claims in that regard.

PARENT'S GENERAL OBLIGATIONS

You will inform the Preschool in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of the kind referred to in the 'General Obligations of the Preschool', Section; and remove your child to another Preschool if after an initial period the Preschool concludes that it is unable to remediate the child adequately or at all and another Preschool would be better suited for this purpose, and the Principal requests the move to be undertaken

In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your Child in his or her schooling, and give appropriate support at home; keep the Preschool informed of matters which affect your Child; maintain a courteous and constructive relationship with Preschool staff; and attend meetings and otherwise keep in touch with the Preschool where your Child's interests require you to do so.

The Principal may in her discretion require you to remove or may suspend or expel your Child if the behaviour is in the reasonable opinion of the Principal so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the Preschool or the well-being of the Preschool staff or to bring the Preschool into disrepute.

The Principal may, at her discretion, require you to remove or may suspend or expel your Child from the Preschool, if she considers that your Child's attendance, progress or behaviour (including behaviour outside Preschool) is seriously unsatisfactory and in the reasonable opinion of the Principal the Child's removal is in the Preschool best interests or those of your Child, other children or the wider Preschool community. In this case, you will be asked to remove your Child either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form, as is reasonable under the circumstances. The Preschool will not be required to give you a full term's written notice under these circumstances. Should the Principal exercise this right, your admission fee will be forfeited. However, any prepaid fees will be refunded to you.

PAYMENT OF FEES

You have absolute responsibility for the payment of any Fees applicable to your Child attending the Preschool. You also acknowledge that Preschool Fees are payable in advance on the first day of term/month and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the Preschool will on request provide a written explanation. Any Fee or other moneys owing by you to the Preschool not paid on or before the due date will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 ("NCA"), or at such lesser rate as the Preschool determines from time to time in its sole discretion. Interest not paid to the

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Preschool by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the Preschool will be entitled to recover from you default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

Interest at 2% above prime will be payable on overdue accounts and should your account be referred to an attorney for collection, you will be liable for charges and for costs related to that collection.

I have been advised of the current fees payable and payment terms and fully understand these.

(Please initial in the box to agree)

Preferred email for accounts: 1) _____

2) _____

PROTECTION OF PERSONAL INFORMATION

By entering into this contract, and unless you at any time instruct the Preschool expressly and in writing to the contrary, your consent is given for the Preschool to:

1. collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;
2. collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the Preschool for Preschool-related purposes to the extent required for the purpose of managing relationships between the Preschool, parents/guardians, and current children as well as providing references and communicating with the body of former children;
3. include photographs, with or without name, of your Child in Preschool publications, or in press releases to celebrate the Preschools or your Child's activities, achievements or successes;
4. supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the Preschool cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and
5. inform any other Preschool or educational institution to which you propose to send your Child of any outstanding fees.

The Preschool may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the Preschool that it may do so. Should this be the case, the Preschool may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.

The provisions of this Section shall survive the termination of this contract.

GENERAL

You choose the residential address set out in 'Father's Information' and 'Mother's Information' Sections as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the Preschool to you.

You confirm that all the particulars that you may furnish or that you have furnished to the Preschool on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.

You undertake to advise the Preschool in writing of any changes to the details included in this contract.

You accept that the Preschool is based on Christian principles and undertake that this will not be undermined.

You agree to fetch your child timeously at the end of the Preschool day or notify the Preschool of any other arrangement. The Preschool will not allow any child to leave the premises with any person that is not a parent. If a grandparent or legal guardian will be fetching a child, the Preschool is to be notified beforehand. If no notification has been given and the Preschool is unable to contact the parent concerned at the time, additional 'late penalty' costs will be charged to you.

JURISDICTION AND GOVERNING LAW

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The contract between you and the Preschool is governed by South African law. You agree that the Preschool, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the Preschool in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in 'Parent's General Obligations' Section.

VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist in the proper delivery of education at the Preschool. The Preschool will give you at least a term's notice of any such modifications.

PARTIAL INVALIDITY

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

TERMINATION AND CANCELLATION

You have the right to cancel this contract at any time, for any reason, provided you give a **full term's** notice, in writing of this intention before the withdrawal of the child from the Preschool.

The Preschool has a right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract. At the end of the term in question, you will be required to withdraw the child from the Preschool.

This is without prejudice to the Preschool's other remedies, the Preschool may cancel this contract immediately and has no obligation to return any prepaid fee to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedy the material breach within 20 (twenty) business days or a notice from the Preschool requiring you to remedy the breach, and in addition it may claim payment of all monies then owing and damages equal to one term's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy.

For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be):

- fails to uphold the Policies of the Preschool;
- fails to pay any Fees when due;
- fails to fulfil any legal requirement necessary for your Child to attend Preschool in South Africa; or
- acts in such a way that you or the Child become seriously and unreasonably unco-operative with the Preschool and in the opinion of the Principal, you or your Child's behaviour negatively affects your Child's or other children's progress at the Preschool, the well-being of Preschool staff, or brings the Preschool into disrepute.

It is a condition of attendance at the Preschool that you sign in the space provided below. The Preschool management may at its discretion consider this declaration and contract to be null and void if this document is altered in any way.

Declaration

I/We, the undersigned, do hereby declare that I/we have read and understood this Contract, including the General Information, Fees and Policies of Ladybird Preschool.

FATHER/GUARDIAN
Date:

MOTHER/GUARDIAN
Date:

Application received by Ladybird Preschool on _____ 20____

PRINCIPAL: LADYBIRD PRESCHOOL

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