

Hurlywood trading 52 cc

OWNER : Nadya Katz



139 Coleraine Drive Bryanston Sandton 2196

Tel: 011 463 5438 or 082 332 2060

e-mail: [sandton@smileykids.co.za](mailto:sandton@smileykids.co.za)

website: [www.smileykids.co.za](http://www.smileykids.co.za)

## STANDARD TERMS AND CONDITIONS

### 1. Introduction

The owner, teachers and staff of Smiley Kids Sandton wish to take this opportunity to welcome you and your child to our school. We confirm that our first 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 Sandton from time to time. Parents shall be advised, in writing, of changes to any fees payable to Smiley Kids Sandton or any of its service providers and/or agents. Non-receipt of the notification to changes to any applicable fee shall not invalidate such change to the applicable fees. The fees of Smiley Kids Sandton shall increase annually at the end of February. Such increase shall be implemented and will be effective from 01 March annually.

3.2 Monthly school fees (as well as fees for services rendered by other service providers) are due and payable in advance and shall be paid by no later than the 7<sup>th</sup> day of the month during which the service is rendered. Smiley Kids Sandton reserves the right to refuse access to the Applicant and his/her child/children if the fees that are due have not been paid or are outstanding.

3.3 Should the 7<sup>th</sup> day of the month fall on a Saturday, Sunday or Public Holiday then the amount due to Smiley Kids Sandton shall be payable on the preceding ordinary working day.

3.4 The Applicant shall qualify for a discount, the amount which shall be determined at the sole discretion of Smiley Kids Sandton from time to time, if the Applicant makes payment of the fees due and payable to Smiley Kids Sandton (in respect of the services that it renders) on or before the last working day of the month preceding the month during which the service is rendered. It is specifically recorded that the discount referred to in this sub clause does not apply to those services rendered by contractors and/or other service providers used by Smiley Kids Sandton unless the contractor and/or service provider agrees otherwise. When depositing or transferring money into the school's account, it must be taken into consideration that delays occur due to interbank transfers. To qualify for the discount on the school fees, the amount due must have been received in the school's bank account on or before the 1<sup>st</sup> of the month.

3.5 Payments made after the 7<sup>th</sup> 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.

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

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

3.8 Fees may be paid either by means of a cash payment at the premises of Smiley Kids Sandton (please ensure that you receive an official Smiley Kids Sandton 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:

Account Holder	:	Hurlywood trading 52 cc
Bank	:	Standard Bank
Branch and code	:	Parktown 0035500
Account number	:	200479695

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.

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

3.10 An amount of One thousand six hundred rands, R1600.00, is payable on receipt of 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 cost and is not refundable.

### 4. Notice

Should the Applicant wish to remove his/her child/children from Smiley Kids Sandton, then the Applicant shall be obliged to give Smiley Kids Sandton one calendar month's written notice. For purpose of this clause a calendar month notice shall mean from the first day of the month until the first day of the next 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). 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. Smiley Kids Sandton 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 Sandton. Such shorter notice by Smiley Kids Sandton to the Applicant may be verbal or in writing. Should Smiley Kids Sandton 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.

Applicant initial \_\_\_\_\_

**5. School Hours**

- 5.1 The school hours are strictly from 6h30 to 18h00, Monday to Fridays, excluding Public Holidays, when the school shall be closed.
- 5.2 Should the Applicant's child/children be collected after 18h00, a late collection fee of R50.00 ( rand) for every ten minutes after 18h00 will be charged to his/her account. This amount may be amended from time to time at the sole discretion of Smiley Kids Sandton.
- 5.3 No unauthorised person or children under the age of 18 will be allowed to collect the Applicant's child or children from Smiley Kids Sandton. Smiley Kids Sandton 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.
- 5.3 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 Applicant's by no later than end October. 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.

**6. Indemnity**

Although every precaution necessary will be taken to prevent accidents, neither Smiley Kids Sandton 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 Sandton, be it as a result of gross negligence or otherwise. Smiley Kids Sandton 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 Sandton, its members, employees, agents, guests, facilitators by any other third party. If and when the Applicant's child or children are being transported by Smiley Kids Sandton, for whatever reason, (including but not limited to outings, collecting or dropping off) it will be at the Applicant's and child's own risk. Smiley Kids Sandton (including all its employees and or any person acting on behalf of Smiley Kids Sandton) shall not be liable in respect of any injury sustained or damage suffered by the Applicant's child or children.

**7. Transport Facility**

Smiley Kids Sandton 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 Sandton. Smiley Kids reserves the right to limit the area of operation of the service. The fees applicable for this service shall be determined by Smiley Kids Sandton from time to time. Smiley Kids Sandton reserves the right to levy an additional amount on users of this transport facility when high fuel prices necessitate such levy.

**8. School property**

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

**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 Sandton on its due date or 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 Sandton may elect to cancel this agreement with or without notice in the sole discretion of Smiley Kids Sandton.
- 9.3 Smiley Kids Sandton 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 Gauteng Province until such time that the act or omission that caused the breach, is remedied and Smiley Kids Sandton 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 Sandton :
- 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.

**12. Costs**

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

**13. Certificate of indebtedness**

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

**14. Jurisdiction**

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

Applicant initial \_\_\_\_\_

**15. Emergency Medical Treatment, Illness, Injury and Medication**

- 15.1 Smiley Kids Sandton cannot accept responsibility for extremely sick children, those running high temperatures, vomiting, with eye infections, or that have diarrhoea or head lice.
- 15.2 In the event of the Applicant's child or children contracting any infectious disease, Smiley Kids Sandton must be notified immediately. Children with infectious diseases may not be sent to Smiley Kids Sandton until certified by the Applicant's doctor
- 15.3 Please ensure that any and all allergies that your child or children may have is recorded on the enrolment form.
- 15.4 The administration of medication to any child by a member of the personnel of Smiley Kids Sandton may only be performed upon the written consent of the Applicant or the other parental party. The Applicant or the other parental party of the child or children must specify what medication is to be administered, the quantity that must be given and what time the medication must be administered. The Applicant or the other parental party of the child or children must clearly state their name and sign at this instruction.
- 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 Sandton, in the event of injury to the child.
- 15.6 Should the Applicant's child or children require emergency medical treatment the Applicant hereby gives Smiley Kids Sandton authority to take such child to the nearest doctor or medical facility. 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 Sandton 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. Also a copy of the child or children's birth certificate must accompany this signed agreement and enrolment form.

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 account)

\_\_\_\_\_  
Identity number

\_\_\_\_\_  
Date