

VINNIGE VOETJIES KLEUTERSKOOI



ADDRESS: 31 ALLEN WAY, SELECTION PARK, SPRINGS, 1559

CONTACT NUMBERS: (011) 362 4790

Nicolette Evans (Principal) 082 925 7457

Email: nicollette@vinnigevoetjies.co.za

Website: www.vinnigevoetjies.co.za

REGISTRATION NUMBER: 2008/093831/23

Information Booklet and Enrolment & Scholastic Agreement

AGES 3 MONTHS – GRADE R

INTRODUCTION

Dear Parents,

We would like to take this opportunity to welcome you and your child to VINNIGE VOETJIES NURSERY SCHOOL. We look forward to working together with you in order to provide the best possible care for your child. It is our aim to nurture all children in all areas of their development – socially, emotionally, physically, academically and spiritually.

Please read through the Information Booklet and Enrolment & Scholastic Agreement carefully, in order to ensure that you are familiar with the terms and conditions as laid out in the aforementioned Agreement. Upon signing of the *relevant forms as well as the Enrolment & Scholastic Agreement*, it will be accepted that you understand the content of all of the documentation and in return, by signing thereof you will be agreeing to the terms and conditions of all of the said documentation. Please return the aforementioned documentation to us at your earliest convenience in order to ensure that your child will be successfully enrolled into our School.

Furthermore, kindly take note that no child will be enrolled at The School, without the duly signed forms as well as the corresponding payment associated with such enrolment.

From our side at VINNIGE VOETJIES NURSERY SCHOOL, we thank you for your co-operation and we trust that your child's stay with us will be a happy and mutually beneficial one for all parties concerned.

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



SCHOLASTIC & ENROLMENT

ENTERED INTO BETWEEN:

VINNIGE VOETJIES NURSERY SCHOOL CC

(Registration Number: 2008/093831/23)

Duly Represented by NICOLETTE EVANS

Herein after referred to as “The Principal” of The School

AND

Mother/ Guardian of the Enrolled Child

(With Identity Number: _____)

AND

Father/ Guardian of the Enrolled Child

(With Identity Number: _____)



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1. PARTIES

1.1.

The Parties to this Agreement are as follows:

- 1.1.1. **VINNIGE VOETJIES NURSERY SCHOOL CC, a duly registered Close Corporation with Registration Number: 2008/093831/23, and registered place of business being situated at No.31 Allen Way, Selection Park, Springs, 1559, hereinafter referred to as "THE SCHOOL"; and**
- 1.1.2. _____, an adult female, being the mother/Legal Guardian of The Enrolling Child, with domicilium citandi et excutandi, being the residential address, currently situated at _____
_____, hereinafter referred to as "THE PARENT/ LEGAL GUARDIAN"; and
- 1.1.3. _____, an adult male, being the father/legal guardian of The Enrolling Child, with domicilium citandi et excutandi, being the residential address, currently situated at _____
_____, hereinafter referred to as "THE PARENT/ LEGAL GUARDIAN"; and
- 1.1.4. _____, a minor child, duly represented by The Parent(s)/ Legal guardian(s) of the child, as per *Clause 1.1.2 to 1.1.3* of this Agreement, hereinafter referred to as "THE ENROLLED CHILD".

1.2 **The Mother/ Legal Guardian and the Father/ Legal Guardian of the Enrolled Child are hereinafter jointly referred to as "THE PARENT(S)/ LEGAL GUARDIAN(S)" of the Enrolled Child;**

1.3 **The School and The Parent(s)/ Legal Guardian(s) are hereinafter jointly referred to as "THE PARTIES".**

2. INTERPRETATION OF AGREEMENT

2.1 **In this Agreement, except in a context that clearly indicates that some other meaning is intended, the following applies -**

- 2.1.1 **"COMMENCEMENT DATE" means the date on which the Parent(s)/ Legal Guardian(s) have signed this Agreement;**
- 2.1.2 **"TERMINATION DATE" means the last day of the last term of The School year as stipulated by The School in terms of the News Letter as provided for at the beginning of The School year.**
- 2.1.3 **"AGREEMENT" means this Agreement as well as all Annexures hereto as may be amended from time to time;**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

- 2.1.4 **"SIGNATURE DATE"** means the date upon which the last party signed the Agreement;
- 2.1.5 **"DAY"** means any Day of the week, excluding Sundays and Public Holidays;
- 2.1.6 **"MONTH"** commences on the first Day of the calendar Month and ends on the last Day of that same Month;
- 2.1.6.1 in any other context, a Month means one of the 12 Months of the calendar; and
- 2.1.6.2 **"Monthly"** has the corresponding meaning;
- 2.1.7 **"YEAR"** means a period of 12 consecutive months commencing on the date on which this lease comes into operation or any anniversary of that date;
- 2.1.8 **"THE FEE"** means the fee payable in advance, by way of the amount calculated and as set out in the fee structure, marked *Annexure "A"* to this Agreement. This amount will be for the enrolment of the child, and will be represented by the price, as agreed upon between the parties and set out herein;
- 2.1.9 **"THE SCHOOL"** means the unit known as VINNIGE VOETJIES NURSERY SCHOOL CC serving the interests of the enrolled child and/or children ranging from the ages of 0 (Zero) months to 6 (Six) years of age, hereinafter referred to as "The School";
- 2.1.10 **"THE PARENT(S)/ LEGAL GUARDIAN(S)"** means either one of and/or both of The Parent(s)/ Legal Guardian(s) of the enrolled child. Should only one of The Parent(s)/ Legal Guardian(s) be a signatory party to this Agreement, this Agreement shall still be binding and/or come into effect on the stipulated signatory date hereof;
- 2.1.11 **"THE ENROLLED CHILD"** means the Child as enrolled at The School as per the Enrolment Form, marked *Annexure "B"* to this Agreement;
- 2.1.12 **"ENROLMENT FORM"** means the Form for The School as marked, referred to and annexed hereto in terms of *Clause 2.1.11 above*;
- 2.1.13 Expressions in the singular also denote the plural, and vice versa;
- 2.1.14 Words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 2.1.15 Pronouns of any gender include the corresponding pronouns of the other gender.

2.2 **Clause headings appear in this Agreement for reference purposes only and shall not influence the proper interpretation of the subject matter.**

2.3 **This Agreement shall be interpreted and applied in accordance with the law of the Republic of South Africa.**

2.3.1 **In this regard the parties agree and consent to the jurisdiction of the Magistrate's Court.**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



3. TERMS AND FEES FOR ENROLLMENT

- 3.1 The School and The Parent(s)/ Legal Guardian(s) herewith agree that this Agreement, upon signature hereof, shall supersede and replace in totality the prior Enrolment Agreement entered into on a previous date.
- 3.2 The school undertakes to care for The Enrolled Child during the hours as set out and agreed upon in terms of this Agreement.
- 3.3 The school will hereby provide services to The Enrolled Child through this Agreement and in line with the fees as agreed upon and laid out in the Fee Structure, as attached hereto and marked *Annexure "A"* and hereinafter referred to as "The Fee".
- 3.4 The Parties to this Agreement herewith agree that The Fee is payable monthly, in advance by no later than the 1st day of each month, over a 12 (*Twelve*) month period. Should the Enrolled Child's Fees not be paid by the 3rd day of the month, such Child will not be accepted up until such time as the outstanding Invoice due has been paid in full.
- 3.5 The Parent(s)/ Legal Guardian(s) herewith agree to pay The Fee as set out by The School, except where it has been agreed upon, in writing, between all the parties to this Agreement that a different payment arrangement will commence.
- 3.6 The school will have an annual increase on the Fees as stipulated in terms of Annexure "A" as attached hereto. The school herewith undertakes to provide The Parent(s)/ Legal Guardian(s) with a notice of such annual increase, in writing, no less than 2 (*Two*) calendar months prior to such increase being implemented, alternatively the Fees will increase automatically with 10% (*Ten Percent*) annually.
- 3.7 The Parties to this Agreement, herewith agree that The Enrolled Child will not be accepted at The School, unless the monthly fee has been paid in full as stipulated in Annexure "A".
- 3.8 The Parties to this Agreement, herewith acknowledge, agree and accept that Invoices will be issued by the 25th of each month or the date nearest to such date.
- 3.9 The Parties to this Agreement, herewith acknowledge, agree and accept that any penalties charged will also be invoiced and payable with the fees of the following month.
- 3.10 Receipts will be given for cash payments. Please hand in proof of direct electronic deposits at The School and retain a copy of such as your receipt.
- 3.11 The Parties to this Agreement, herewith acknowledge, agree and accept that The School will not be able to grant a reduction in fees for school holidays and/or illnesses. The Parent(s)/ Legal Guardian(s) thus agree, acknowledge and understand, that should The Enrolled Child not attend The School, due to illness, holidays, etc., it DOES NOT relieve such party from *his/ her/ their* liability to pay the full monthly instalments as agreed upon and stipulated in Annexure "A" attached to this Agreement.

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

- 3.12 The Parties to this Agreement, herewith acknowledge, agree and accept that The School's policy is on a **"No Pay – No Stay"** basis. The Enrolled Child will however be accepted back at The School at such time as the full outstanding account has been settled in full.
- 3.13 The Parent(s)/ Legal Guardian(s) herewith agree that The Enrolled Child will only be accepted by The School in terms of the conditions of enrolment as stipulated and laid-out in terms of this Agreement. The Parent(s)/ Legal Guardian(s) furthermore herewith agree that *he/ she/ they* have read, acknowledged and received a copy of this Agreement as handed to them by The School on date of signature hereof.

4. PAYMENT, PENALTY FEES, NOTICE PERIOD & TERMINATION

- 4.1 The Parent(s)/ Legal Guardian(s) herewith agree, acknowledge and undertake to give 1 (*One*) calendar month notice, **IN WRITING** and which is to be **PAID IN FULL**, to The School, upon making the decision to remove the Enrolled Child from The School. Should proper notice not be given, The Parent(s)/ Legal Guardian(s) herewith agree that the refundable deposit will be forfeited to The School in lieu of payment for such notice month;
- 4.2 The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and understand that a non-refundable registration fee in the amount of R1200.00 (*One thousand Rand and Zero Cents*) will be charged upon enrolment of the first child. Where a sibling is enrolled the non-refundable registration fee for such additionally Enrolled Child will be in the amount of R700.00 (*Five Hundred Rand and Zero Cents*).
- 4.3 The Parent(s)/Legal Guardian(s) as party to this Agreement, undertake to strictly adhere to the arrival and departure times of The School, being as follows:
- Opening time of The School: 06h30
 - Closure time for full day care unit: 17h30
 - Closure time for half-day care: 14h00 (Inclusive of lunch).
 - Should The Parent(s)/ Legal Guardian(s) foresee that he/she/they will be arriving later than 14h00 for Half Day and 17h30 for Full Day enrolment, to collect the Enrolled Child, he/she/they herewith acknowledge, agree and undertake to notify The School accordingly and timeously in order for the necessary arrangements to be made.
- 4.4 Furthermore, The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and undertake that a penalty will be levied at a rate of R50.00 (*Fifty Rand*) per 15 minutes (*Fifteen Minutes*) or part thereof, should such Parent(s)/Legal Guardian(s) arrive after The School's closing times and/or abuse such and/or where no prior arrangement have been made;
- 4.5 The Parties to this Agreement, herewith acknowledge, agree and accept that any overdue fees will carry a *monthly penalty in the amount of R270.00 (Two Hundred and Seventy Rand)*.
- 4.7 The Parties hereto acknowledge, agree and accept that should any unacceptable behaviour occur by either one of the Parent(s)/ Legal Guardian(s) and/or The Enrolled Child hereto, including but not limited to, sexual behaviour and/or misconduct, violent behaviour,



Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

vandalism and gross misbehaviour, such will be cause(S) for the immediate termination of this Agreement by The School, which grounds for termination also include the non-compliance with *Clause 3* above.

5. PLACE OF PAYMENT



- 5.1 The school will only accept the following methods of payment, namely: *Internet Transfers, Cash or Card payments.*
- 5.2 *All payments in cash*, shall be made directly to Principal or the Deputy Principal the office of *The School* situated at *No.31 Allen Way, Selection Park, Springs, 1559; OR*
- 5.3 *All electronic payments*, must be deposited into the *following bank account* of The School and The Parent(s)/ Legal Guardian(s) is required to present proof of such payment(s) to The Principal or Deputy Principal of The School, either *via electronic mail and/or in person*:

	ACCOUNT NAME: VINNIGE VOETJIES
	BANK NAME – NEDBANK
	BRANCH – SELCOURT
	ACCOUNT NUMBER – 193 406 0674
	(Cheque Account)
REFERENCE - The Enrolled Child's name & Surname	

6. PARENT(S)/ LEGAL GUARDIAN(S) RESPONSIBILITIES

- 6.1 The Parent(s)/ Legal Guardian(s), as party(ies) to this Agreement, herewith undertake(s) to verify *his/ her/ their* contact details, physical address and contact numbers on a regular basis and/or should/ when such need arise due change of such information respectively;
- 6.2 The Parent(s)/ Legal Guardian(s), as party(ies) to this Agreement, herewith gives the necessary permission that *his/ her/ their* Enrolled Child may participate, in full and/or as required, in all and/or any activities provided by The School and furthermore acknowledges that neither The School nor any of The School's member(s) of staff shall and/or may be held liable for any injury and/or damage caused, or which might occur and/or be caused as a result of such participation.
- 6.3 The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and accept that an Enrolled Child, being baby has to be signed in and out daily. Furthermore, the time of each and every arrival and departure time of such Enrolled Child has to be accurately noted in the registration book as provided for by The School.

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

- 6.4 **The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and accept that no Enrolled Child will be allowed to leave The School with any person other than their Parent(s)/ Legal Guardian(s) or the duly authorised individual(s) in terms of the Consent Form, marked hereto as Annexure "E". Should the Enrolled Child be collected by someone else other than the authorised individual(s), The Parent(s)/Legal Guardian(s) herewith acknowledge, agree and accept that either he/she/they will inform The School's Principal accordingly as well as timeously and amicably in order for the necessary arrangements to be made.**
- 6.5 **The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and accept that should The Enrolled Child be collected early on a particular day that either he/she/they will inform The School timeously and amicably in order for the necessary arrangements to be made.**
- 6.6 **The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and accept that should The Enrolled Child not be attending school on a particular day and/or for a particular time period, that he/she/they will inform The School's Principal accordingly.**

7. RISK

- 7.1 **The risk in the future shall forthwith pass to The Parent(s)/ Legal Guardian(s) of The Enrolled Child, who shall remain liable for the loss and/or any damage to clothing or personal property of The Enrolled Child, although The School will take ALL the necessary and/or reasonable precautions in this regard.**
- 7.2 **The Parent(s)/ Legal Guardian(s) of The Enrolled Child, as party(ies) to this Agreement, herewith agree that neither The School nor any of its employees, servants or agents in any manner, may be held responsible for any injury whatsoever sustained by The Enrolled Child and/or arising from any cause whatsoever, including but not limited to, negligence of The School and/or any of its employees, servants and/or agents, although The School will take ALL the necessary and/or reasonable precautions in this regard.**
- 7.3 **The Parent(s)/ Legal Guardian(s) of The Enrolled Child, as party(ies) to this Agreement, herewith acknowledge, agree and accept that he/she/they as well as his/her/their child enters The School's premises at their OWN RISK. The Right to admission onto The School's property is thus strictly reserved.**
- 7.4 **The Parent(s)/ Legal Guardian(s) of The Enrolled Child, as party(ies) to this Agreement, herewith acknowledge, agree and accept that The School, including any of its employees, servants and/or agents and hereby indemnified against any damage arising from any cause due to medicine allergies and/or adverse reactions of The Enrolled Child in the case where such parties are instructed to administer such medication accordingly. The school will however take ALL the necessary and/or reasonable precautions to prevent such occurrences as afore-mentioned and in this regard.**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

8. PROBLEMS AND PERSONAL APPOINTMENTS

- 8.1. **The Parent(s)/ Legal Guardian(s) is welcome to discuss any problems and/or issues which he/ she / they might want to raise with The School's Principal or Deputy Principal. Should such need arise to discuss any of the aforementioned, such Parent(s)/ Legal Guardian(s) may schedule a suitable time and date for a personal interview and/or appointment with The School's Principal or Deputy Principal in person. Such personal interview and/or appointment should be formally arranged in order for The Parent(s)/ Legal Guardian(s) of The Enrolled Child may speak freely as well as undisturbed with the Principal or Deputy Principal of The School or whomever may be duly appointed at such time, by such Principal or Deputy Principal of The School, in order to resolve the problem at hand.**

9. THE SCHOOL'S RULES AND REGULATIONS

- 9.1. **The School's Rules and Regulations, have been set-out and attached to this Agreement, marked *Annexure "C"*. This document will form part of this Agreement and has to be abided by all of the parties to this Agreement. Should a dispute arise based on this document, The School is willing to consider any suggestions and/or comments made by The Parent(s)/ Legal Guardian(s), but still reserves the right to decide whether or not to change, discard or amend any of the provisions as laid out in the aforementioned document;**
- 9.2. **Should an issue arise, which cannot be mediated, remedied and/or changed as referred to in *clause 15 below*, The Parent(s)/ Legal Guardian(s) hereto reserve the right to remove The Enrolled Child, but has to comply with *clause 4.1 and 4.2* above, pertaining to the required notice period as well as the costs involved herein.**
- 9.3. **The Parent(s)/ Legal Guardian(s) herewith acknowledge, agree and accept that should he/she/they and/or The Enrolled Child be responsible for any damage to The Schools property and/or the property of another child, that he/she/they will be liable for any and/or all costs associated with such damage which will be due and payable immediately upon demand thereof.**
- 9.4. **The Parent(s)/ Legal Guardian(s) are herewith requested to keep him-/herself/their selves updated by reading The School's circulating newsletters, monthly calendar(s) as well as the Notice Board(s) on a regular basis.**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

10. CONFIDENTIALITY

- 10.1 **The Parent(s)/ Legal Guardian(s) herewith acknowledge, accept and agree, without prejudice to any general duty of confidentiality, not to disclose during the continuance of this contract and/or afterward, any confidential information and/or trading particular, whether positive and/or negative, of The School to the media, via internet and/or on broad public forums.**
- 10.2. **The school will not be held liable for any information which has been divulged and holds the right to proceed in whatever means possible to maintain confidentiality and the effect thereof.**

11. LEGAL COSTS

- 11.1. **The legal costs incurred in the drafting of this Agreement shall be borne by The School;**
- 11.2. **Any legal costs incurred by The School in recovering of any outstanding monies due to The School by The Parent(s)/ Legal Guardian(s) in terms of this Agreement, shall be due and payable by The Parent(s)/ Legal Guardian(s) on an Attorney-and-Own-Client Scale.**
- 11.2.1 **The Parent(s)/ Legal Guardian(s) shall immediately reimburse the legal fees to The School upon receipt of the Attorneys Invoice from The School.**

12. DOMICILIA AND NOTICES

- 12.1. **The parties choose as their *domicilium citandi et executandi* the addresses mentioned herein below, provided that such *domicilium* of either party may be changed by written notice, within 10 (*ten*) business days from changing, from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice;**
- 12.2. **The parties appoint their *domicilium citandi et executandi* as follows:**
- 12.2.1. **THE SCHOOL:**

Physical Address: 31 ALLEN WAY

SELECTION PARK

SPRINGS, 1559

E-mail Address: nicollette@vinnigevoetjies.co.za

Facsimile: 011 362 4790

- 12.2.2. **THE MOTHER/ LEGAL GUARDIAN OF THE ENROLLED CHILD:**

Physical Address: _____

E-mail Address: _____

Facsimile: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

12.2.3. **THE FATHER/ LEGAL GUARDIAN OF THE ENROLLED CHILD:**

Physical Address: _____

E-mail Address: _____

Facsimile: _____

- 12.3. **Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's chosen *domicilium citandi et executandi* physical address in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the fifth business day following the date of posting thereof.**
- 12.4. **Any notice, acceptance, demand or other communication properly addressed by either party to the other party, delivered by hand to a responsible person during ordinary business hours at the latter's chosen *domicilium citandi et executandi*, shall be deemed to have been received on the day of delivery; OR**
- 12.5. **Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's chosen *domicilium citandi et executandi* via e-mail or facsimile addresses in terms hereof for the time being and sent shall be deemed to be received by the latter on the same date as the former sent the communication as envisaged in Section 23 of the Electronic Communications and Transactions Act, Act 25 of 2002.**
- 12.6. **Notwithstanding anything to the contrary herein contained, written notice and/or communication actually received by a party hereto, shall be an adequate written notice and/or communication to it notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.**

13. **WHOLE AGREEMENT**

- 13.1. **This is the entire Agreement between The Parties;**
- 13.2. **Neither party relies in entering into this Agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this Agreement as warranties or undertakings;**
- 13.3. **No variation, amendment or consensual cancellation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the Parties.**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

14. NON-WAIVER

- 14.1. **Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party;**
- 14.2. **The failure of either party to comply with any non-material provision of this Agreement shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.**

15. SEVERABILITY

- 15.1. **If any clause or part of a clause of this Agreement is found to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other clauses and provisions of this Agreement shall nevertheless remain in full force and effect.**
- 15.2. **Upon such determination that any clause or part of a clause of this Agreement is found to be invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties.**

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 **In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by either Party, be submitted to arbitration, to the nominated Attorneys, upon agreement between the parties, in accordance with the Arbitration Act, 1965, or any replacement Act, and shall take place in accordance with the arbitration procedure as stipulated by the nominated Attorneys;**
- 16.2 **Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim;**
- 16.3 **Any arbitration in terms of this Clause (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration;**
- 16.4 **This Clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement;**
- 16.5 **The Parties agree that the written demand by a party to the dispute in terms of this Clause that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969;**
- 16.6 ***Either of the Parties may have the arbitration award made an order of court in any court with competent jurisdiction;***
- 16.7 **This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.**

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

17. SIGNATURE OF

SIGNED at _____ undersigned witness : 1 _____ (Signatures of witness)	on this _____ day of _____ (Signature of <i>The Principal of the School</i>)	in the presence of the _____
SIGNED at _____ undersigned witness: 1 _____ (Signatures of witness)	on this _____ day of _____ (Signature of <i>The Mother/ Legal Guardian of the Child</i>)	in the presence of the _____
SIGNED at _____ undersigned witnesses: 1 _____ (Signatures of witness)	on this _____ day of _____ (Signature of <i>The Father/ Legal Guardian of the Child</i>)	in the presence of the _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



2027 FEE STRUCTURE & SUPPORTING

HALF DAY ENROLMENT SCHOOL HOURS

School hours are from 06h30 to 14h00

FULL DAY ENROLMENT SCHOOL HOURS

School hours are from 06h30 to 17h30

Enrolment Fee for 2027 R1200 1st child R700 2nd child	Baking Term Fee = R250.00 (Additional Fee X 4 TERMS)
Monthly Fee – Payable over 12 months Half Day ☐ Discount: Second Child = R200.00 & Third Child = R150.00	R 2280.00 per Month (Age: 0-24 Months) R2250.00 per Month (Age: 2-6 Years)
Monthly Fee – Payable over 12 months Full Day ☐ Discount: Second Child = R200.00 & Third Child = R150.00	R 2550.00 per Month (Age: 0-24 Months) R2500.00 per Month (Age: 2-6 Years)



IMPORTANT INFORMATION TO TAKE NOTE OF

- **NOTICE** – A Minimum of 1 (*One*) full calendar month notice is required should the Enrolled Child leave The School before graduation. PLEASE TAKE NOTE THAT NOTICE WILL NOT BE ACCEPTED IN THE MONTH OF NOVEMBER.
- **CLOSURE TIMES** – The School has one annual closure time, being from the *second Friday of December to the third Wednesday of the following January*.
- **NURSERY SCHOOL FEES** – As per the structure above, please take note that such costs does not include extra mural activities. The Fee does however include Tuck Shop on a Friday.
- **EXTRA MURAL ACTIVITIES** – Such activities will be charges for directly to the parent(s)/ legal guardian(s) of the Enrolled Child by the service provider and may be changed from time to time. The Activities which are currently offered, but may be *subject to change*, are: Swimming, Play Ball, Dancing, Karate, Rugby, Soccer, Hockey, Netball, & Computer Lessons.
- **FEES PAYABLE** – The School Fees are payable in advance and have to be paid by no later than the 1st day of the month over the 12 (*twelve*) month enrolment period. PLEASE NOTE: A non-refundable ANNUAL REGISTRATION FEE of R1200.00 per Child applies. The Second Child's fee will be R700.00
Should the fees be paid late, a monthly penalty fee of R270.00 (*Two Hundred and Seventy Rand*) per month will be implemented.



The Fees are Payable in Cash or EFT into the following bank account:

ACCOUNT NAME: VINNIGE VOETJIES

BANK NAME – NEDBANK

BRANCH – SELCOURT

ACCOUNT NUMBER – 193 406 0674 (Cheque Account)

REFERENCE - The Enrolled Child's Name & Surname

I/we, _____ herewith elect to enrol my/our Child for

HALF / FULL day Enrolment with The School. **(Please circle the chosen enrolment option.)**

Dated and signed at _____ on this _____ day of _____ 20____

ANNEXURE "B"

CHILD ENROLMENT FORM

FULL NAME OF CHILD			
NICKNAME OF CHILD			
DATE OF BIRTH			
GENDER			
STARTING DATE			
DATE LEFT			
HOME LANGUAGE			
NUMBER OF CHILDREN IN FAMILY			
POSITION IN FAMILY			
MARITAL STATUS OF PARENTS			
WITH WHOM DOES THE CHILD RESIDE			
PREVIOUS PLAYGROUP/ NURSERY SCHOOL			
PRIMARY SCHOOL INTENDED TO BE SENT TO			
HALF DAY ENROLMENT (14h00)		FULL DAY ENROLMENT (17h30)	
ONE MONTH'S NOTICE GIVEN		YES	NO

I, _____ the undersigned, being the Mother/ Father/ Legal Guardian of the Enrolled Child, known as _____, in my capacity, herewith give permission and my consent to the person in charge of The School at any given time, in emergencies, to take whatever steps necessary, in the event of injury or illness of the child.

I furthermore understand that while reasonable precautions for the safety and/or welfare of my child will be given, neither The School nor any of its employees will be held responsible for any damages, which my child may sustain, whilst enrolled and/or by attending The School.

Dated and signed at _____ this _____ day of _____ 20__

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



ANNEXURE “C”

RULES AND REGULATIONS

1. Sick Children

- The School reserves the right to decide whether a child may or may not attend for health reasons. In accordance with the City Health Regulations, a child whom is sick cannot remain at The School when sick and has to be isolated at home, in an attempt to protect the other children whom, attend The School.
- The School has to be notified immediately by The Parent(s)/ Legal Guardian(s) of The Enrolled Child should the Child suffer of any infectious diseases.
- Any and/or all medicine sent with The Enrolled Child to school has to be clearly marked and place in a see-through plastic packet with clear instructions to the teacher as to when it must be administered and in what quantity. The School will thus only follow express instructions received.
The School WILL NOT TAKE RESPONSIBILITY for the quantity of medication left in the bottle/container after the required dose has been administered.
- PLEASE NOTE that The School does not administer vitamins at school, as such should be done at home.
- The School thus furthermore requests that The Parent(s)/ Legal Guardian(s) of The Enrolled Child should not send such child to school if he/ she has, but is not limited to, a temperature, bad cough, is vomiting and/or has any eye infections, diarrhoea, head lice, etc., as well as should a situation arise where the child does not cope with the normal daily routine i.e., but is not limited to, being tearful, lethargic, temperature, excessive crying etc.
- The School reserves the right to obtain any and/or all medical assistance, where necessary, from any medical doctor in a situation where an emergency exists.
- The Parent(s)/ Legal Guardian(s) herewith undertake that in the event of the aforementioned situation, such resulting costs will be the sole responsibility of such Parent(s)/ Legal Guardian(s) of The Enrolled Child.
- The School however furthermore undertakes that it will attempt to contact the family doctor, where possible, prior to the aforementioned situation taking place.

2. Clothing & Accessories

- All garments, including underclothes, socks and shoes, must be clearly marked. The School will not be held responsible for any lost items.
- A change of clothing, should be supplied in the child's school bag on a daily basis.
- Toddlers who are still in the process of being toilet/"potty" trained must be supplied with at least 5 pairs of training/underpants daily as well as 3 (*Three*) set/ changes of clothing.
- The School thus requests that The Parent(s)/ Legal Guardian(s) see to it that his/her/their child is dressed practically. With regards to the aforementioned, children are encouraged to be independent and thus in terms of this, clothes should be easy to remove and/or put on.
- Every child must bring a school bag to school daily so that they may pack their belongings away safely.
- Should the Parent(s)/ Legal Guardian(s) require feedback and/or personal communication between The School and him-/herself/themselves, The School thus requires an A4/5 book, clearly marked with the Enrolled Child's name on such.

3. Rest Time

- It is The School's policy all our enrolled children are to rest between 12h30 and 14h00 daily.

4. **Hours of The School:**

- Opening time is at 06h30.
- Closing time for a full day enrolled child is at 17h30.
- Collection time for Half-day care is up until 14h00. (Lunch is included).
- Should the Parent(s)/ Legal Guardian(s) be later than 17h30 to collect his/her/their child, such party(ies) should please notify The School accordingly in order to ensure that the necessary arrangements are made.
- A penalty fee of R50.00 (*Fifty Rand and Zero Cents*) will be charged per 15 (*Fifteen*) minutes or part thereof for any and/or all late comers whom abuse the stipulated closing times of The School.
- The School Terms are regulated as per the government's school calendar.
The School thus herewith undertake to, in accordance with the afore-mentioned, provide The Parent(s)/ Legal Guardian(s) with such specific dates at the beginning of each school year in order to enable such party(ies) to plan accordingly.
- Should The Parent(s)/ Legal Guardian(s) wish to change the hours as being attended by The Enrolled Child, such party must give 1 (*One*) calendar month's written notice.

5. **Admission of The Enrolled Child:**

Please provide the following when a child is enrolled at The School, namely:

- A Certified Copy of the child's Birth Certificate/Passport.
- Copies of each of The Parent's/Legal Guardian's Identity Documents.
- Copy of the child's Inoculation Card.



6. **Extra-Mural Activities Offered At The School**

- The fees for these activities respectively are charged for separately and directly to The Parent(s)/ Legal Guardian(s) of the Enrolled Child by the service provider.
Such activities offered by The School may be changed from time to time.
- Should The Parent(s)/ Legal Guardian(s) be interested in signing The Enrolled Child up for any of these activities, the respective prices of each activity are available from The School's office upon request.
- The following activities are offered at The School, but may be subject to change, namely:

• Swimming • Playball • Kinderkenetics • Music • Hockey • Tygerz	• Karate • Computers • Dancing • Drama • Rugby • Netball
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7. **Maintenance**

- The School undertakes that where duly necessary; it will attend to maintenance as well as upgrades to the premises where such is reasonably required.
- the upgrade and/or maintenance of The School's premises will however not affect the child(ren)'s school going and/or education, as such will be attended to with as much regard to the child(ren) as possible.

8. **Growth & Development**

- In order for The Enrolled Child(ren)'s growth, stimulation and or safety to be adequately maximised, it may be necessary for class changes to be implemented.
The above is in order to enable enhancing and harvesting The Enrolled Child(ren)'s best possible promptings and uniqueness such child has to offer as an individual.

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



ANNEXURE "D"

PARENTS CONTACT DETAILS

FULL NAME OF CHILD	
DATE OF BIRTH	
RESIDENTIAL ADDRESS	
POSTAL ADDRESS	
E-MAIL ADDRESS	
NAME OF MOTHER/GUARDIAN	
I.D. NO.	
OCCUPATION	
NAME OF COMPANY	
ADDRESS OF COMPANY	
CONTACT NUMBER OF COMPANY	
WORKING HOURS	
CELL NO.	
NAME OF FATHER/GUARDIAN	
E-MAIL ADDRESS	
I.D. NO.	
OCCUPATION	
NAME OF COMPANY	
ADDRESS OF COMPANY	
CONTACT NUMBER OF COMPANY	
WORKING HOURS	
CELL NO.	
PERSON TO CONTACT IF AN EMERGENCY IF EITHER PARENT IS NOT AVAILABLE	
NAME	TEL NO.
RELATIONSHIP	



ANNEXURE "E"

CONSENT FORM**FOR CHILDREN TO BE COLLECTED BY ANY OTHER PARTY OTHER THAN THE PARENT/ LEGAL GUARDIAN**

I/We, _____ The Parent(s) / Legal Guardian(s)
of The Enrolled Child, known as _____ hereby give
written consent that my/our child may be collected, on my/our behalf, from VINNIGE VOETJIES NURSERY SCHOOL, in
the event that I/we are not able to fetch him/her/ them myself/ourselves.

The relationship of _____ (Full Name) to my/our child is:
Grandmother / Grandfather / Aunt / Uncle / Sister / Brother / Niece / Nephew / Cousin / Friend / Other

If "Other" please specify: _____

My/ Our contact number to verify this arrangement is _____

I/ We further agree that The School will call me first to verify the identity of _____
before my/our child is handed to him/ her/ them. The School will not be held responsible should anything
happen to my/our child whilst in the care of _____ and/or at such
time as my/our child has left the care of The School.

SIGNATURE OF MOTHER/LEGAL GUARDIAN

PRINT NAME

SIGNATURE OF FATHER/LEGAL GUARDIAN

PRINT NAME

Dated and Signed at _____ on this ____ day of _____ 20__

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



ANNEXURE "F"

CONDITIONS OF ENROLMENT

VINNIGE VOETJIES NURSERY SCHOOL undertakes to care for the child during the hours set out in our Agreement/ Policy Documents (either half or full day).

In return for our undertaking, the Parent agrees to pay the fees as set out in the VINNIGE VOETJIES NURSERY SCHOOL's Agreement and Fee Structure (Annexure "A").

The fees are payable in advance, by no later than the 1st day of each month. **NO DISCOUNT WILL BE ALLOWED FOR ILLNESS, HOLIDAYS OR FOR ANY OTHER REASON THE PARENTS MAY DECIDE TO KEEP THE CHILD AT HOME FOR.**

Our policy with regards to The School fees is on a **"NO PAY, NO STAY"** basis.

Fees are payable over 12 months (January to December). No notice will be accepted in the month of November.

The Parent(s)/ Legal Guardian(s) may on the last day of the relevant month give 1 (*One*) calendar month's **written notice** to The School, to terminate the child's enrolment at The School, but herewith undertake that he/ she/ they will still be held liable for the full notice period's fees as agreed upon in terms of the Agreement above.

Only upon the fulfilment of the above-mentioned notice period, the refundable deposit paid upon registration will be refunded to The Parent(s)/ Legal Guardian(s) of The Enrolled Child.

Should The Parent(s)/ Legal Guardian(s) remove The Enrolled Child from The School in the middle of the notice period/ month, no school fees will be refunded for the remainder of that month.

I/We, The Parent(s)/ Legal Guardian(s) of The Enrolled Child, herewith acknowledge, agree and undertake:

To abide by any and/or all of the terms and conditions as set out in terms of this agreement, and furthermore acknowledge, accept and declare that I/We have fully acquainted myself/ourselves with such and that were necessary I/we have been explained by The School of the sections which I/we did not understand.

Signed by Mother/ Legal Guardian

Full Name (Printed)

Signed by Father/ Legal Guardian

Full Name (Printed)

DATED and SIGNED at _____ on this _____ day of _____ 20____.

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



ANNEXURE "G"

MEDICAL/EMERGENCY INFORMATION

NAME OF CHILD	
ALLERGIES	
EMERGENCY CONTACT NO.	
DOCTOR'S NAME	
DOCTOR'S TELEPHONE NO.	
DENTIST'S NAME	
DENTIST'S TELEPHONE NO.	
MEDICAL AID NAME	
MEDICAL AID NO.	
MEMBER	
<u>PARTIES WHO MAY BE RESPONSIBLE FOR FETCHING YOUR CHILD IN CASE OF A MEDICAL EMERGENCY, OTHER THAN YOURSELF AND THEIR TELEPHONE NO.</u>	
NAME:	RELATIONSHIP TO THE CHILD AND/OR PARENT/ LEGAL GUARDIAN:
TELEPHONE NO:	
NAME:	RELATIONSHIP TO THE CHILD AND/OR PARENT/ LEGAL GUARDIAN:
TELEPHONE NO:	
NAME OF PARENT/LEGAL GUARDIAN:	
SIGNATUARE OF PARENT/LEGAL GUARDIAN:	
DATE OF SIGNATURE HEREOF:	

I/ We, The Parent(s)/ Legal Guardian(s) of The Enrolled Child herewith acknowledge, accept and declare that I/ we have provided any and/or all of the above-mentioned information correctly and diligently as well as to the best of my/our knowledge the information is both true and correct.

By signature hereof, I/We hereby give The School express authorization to make use of the above-mentioned medical aid.

We/I herewith furthermore acknowledge, accept and agree to my/our responsibility as Parent(s)/ Legal Guardian(s) of my/our Enrolled Child in order to ensure that the above-mentioned information remains updated on a continual basis and is thus in turn accordingly provided to The School.

DATED and SIGNED at _____ on this ____ day of _____ 20____.



MEDICAL INFORMATION QUESTIONNAIRE

1. Does your child suffer from any of the following?

Diabetes		Asthma	
Epilepsy		Cardiac Murmur	
Other (Specify)			

2. What childhood sickness has your child had?

3. Life threatening allergies:

4. Other allergies:

5. Is your child on any medication? If so, please specify:

6. Has your child had any major operations?

7. Any behavioural problem?

8. Does your child have any speech or hearing problems? If any, please specify?

9. Were there any complications during birth?

10. Is your child's immunisation up to date? If so, please provide a copy of the immunisation card.

11. Please specify any relevant family history pertaining to health. (E.g., Epilepsy, deafness, blindness, etc)

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____

ANNEXURE “H”

ADDITIONAL MEDICAL INFORMATION

<u>CONDITION</u>	<u>INCUBATION (DAYS)</u>	<u>RECOMMENDED TIME ABSENT FROM THE SCHOOL</u>
MEASLES	7 – 14	UNTIL RASH IS GONE (4-7 DAYS)
MUMPS	14 –21	UNTIL GLANDS ARE NORMAL (7-14 DAYS)
RUBELA	14 –21	UNTIL RASH IS GONE (3 DAYS)
ROSEOLA	5 – 15	UNTIL RASH IS GONE (1-3 DAYS)
CHICKEN POX	10 – 21	UNTIL ALL SPOTS HAVE CRUSTED (7 -14 DAYS)
RINGWORM	VARIES	UNTIL SPOTS ARE ALL GONE-WITH TREATMENT – 7 DAYS
IMPETIGO	VARIES	UNTIL ALL SPOTS HAVE HEALED-WITH TREATMENT 4-7 DAYS
CONJUNCTIVITIS	5-12	UNTIL EYES ARE CLEAR – WITH TREATMENT 2-4 DAYS
LICE	VARIES	UNTIL ALL EGGS ARE GONE – 1-2 DAYS WITH TREATMENT
HAND, FOOT, MOUTH	VARIES	UNTIL BLISTERS ARE GONE – 2-7 DAYS
GASTROENTERITIS	VARIES	UNTIL STOOL IS SOLID – WITH TREATMENT –25 DAYS

IMMUNIZATIONS

<u>VACCINE</u>	<u>APPROXIMATE AGE</u>
TOPV (0), BCG	BIRTH
TOPV (1) DPT/Hib(1), HBV(1)	6 WEEKS
TOPV(2), DPT/Hib(2), HBV(2)	10 WEEKS
TOPV(3),DPT/Hib(3), HBV(3)	14 WEEKS
MEASLES (1)	9 MONTHS
MMR (Measles, Mumps & Rubella)	15 MONTHS
TOPV(4), DPT(4), MEASLES(2)	18 MONTHS
TOPV(5) DT	5 YEARS

CHECK LIST FOR OFFICE USE

MOTHER ID		FATHER ID	
IMMUNIZATION CARD		BIRTH CERTIFICATE	



ANNEXURE "I"

INDEMNITY FORM

I, _____ Father / Legal Guardian of The Enrolled Child
And

_____ Mother / Legal Guardian of The Enrolled Child

Hereby Consent to my/our Child(ren), being The Enrolled Child known as

_____ (Full name of The Enrolled Child(ren)) :

Participating in the various activities (including, but not limited to, sports activities, school activities, educational activities) arranged, organised and/or offered by VINNIGE VOETJIES NURSERY SCHOOL, and further agree to the condition that, while every precaution will be taken for the safety and welfare of my child and for the care of his/her/their possessions, I, by the signing hereof, will hold blameless and indemnify all of VINNIGE VOETJIES NURSERY SCHOOL's employees, servants, third persons, agents and/or all other organisations associated with the activity(ies) offered by The School, should any prejudice, loss, damage, illness or injury occur to my/our child(ren).

The afore-mentioned includes an indemnity against the recovery of costs resulting from damage, loss and/or medical conditions or hospitalisation, unless such loss is caused by gross negligence, wilfulness or deliberate act of The School or one or more of its employees, servants and/or agents.

I/ We furthermore herewith appoint The School staff supervising any activity organised by The School, to act in *Loco Parentis* in respect of my/our child(ren) should the need therefore arise.

I/ We furthermore herewith agree that any and/or all photos taken by The School during the course of The Enrolled Child(ren)'s stay at The School will be made available and/or remain available for use of advertising, editorials and/or promotional purposes in relation to the marketing of the School only.

SIGNATURE OF MOTHER/LEGAL GUARDIAN

PRINT NAME

SIGNATURE OF FATHER/LEGAL GUARDIAN

PRINT NAME

SIGNATURE OF THE OWNER OF THE SCHOOL

PRINT NAME

Dated and Signed at _____ on this ____ day of _____ 20__

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____



ANNEXURE "J"

AUTHORISATION FORM FOR ADDITIONAL INDIVIDUAL(S)

(This Form pertains to any other parties/individuals whom are authorised to collect the Enrolled Child from School)

<u>NAME</u>	<u>TELEPHONE NUMBER</u>

<u>SPECIAL INSTRUCTIONS / GENERAL REMARKS</u>

DATED and SIGNED at _____ **on this** ____ **day of** _____ **20** ____.

Witness 1: _____ The Principal: _____

Witness 1: _____ Mother/ Legal Guardian of the Child: _____ Father/ Legal Guardian of Child: _____