



Reg. no. 2015/215329/07

SERVICE LEVEL AGREEMENT

entered into between

SA Childcare (PTY) Ltd

Registration Number: 2015/215329/07

herein referred to as 'the Service Provider'

and

herein referred to as 'the Early Childhood Development Centre'

The service provider has been contracted for the following service:

Compiling a registration application for registration / re-registration with the Department of Social Development.	
Compiling a Parallel registration application with SA Childcare (PTY) LTD.	
Providing support by means of a SELF-HELP Registration Package	
Compiling a registration application for registration with the Department of Basic Education as an Independent Primary School or Independent Grade R Site.	

1. DEFINITIONS

In this agreement, unless inconsistent with, or otherwise indicated by the context:

- 1.1 Words in the singular shall include the plural and vice versa, or words importing natural persons shall include artificial persons and vice versa, and a reference to any one gender shall include a reference to the other gender.
- 1.2. Clause headings are included for reference purposes only and shall not be taken into account when interpreting the agreement.
- 1.3. "Business Day" means any day of the week that is not a Saturday, Sunday or a public holiday;
- 1.4. "the Effective Date" shall mean the date of signature of this agreement by the party signing last in time;
- 1.5. _____ shall mean the Early Childhood Development Centre

2. PREAMBLE

- 2.1 Whereas SA Childcare (PTY) Ltd is an independent service provider for Early Childhood Development Centres.
- 2.2 _____ is an Early Childhood Development Centre.
- 2.3 SA Childcare (PTY) Ltd has been appointed by the ECD Centre to render services on their behalf.
- 2.4 The parties wish to record the agreement between them in writing

3. WARRANTIES

SA Childcare (PTY) Ltd warrants that:

It has the necessary knowledge, skill, expertise and experience to complete its obligations in terms of this agreement.

4. TERM

Regardless of the date of signing this agreement, the commencement date shall be from the first day of payment to the completion of the application.

Any application that has been in the possession of SA Childcare for more than 2 years, as a result of the Early Childhood Development Centre not supplying relevant information and documentation, will be terminated and can only be re-activated subject to the payment of a re-activation fee.

5. TERMINATION / CANCELLATION OF CONTRACT

This agreement may be terminated by either party by giving 30 days written notice. Due to the nature of the services rendered by SA Childcare, fees are non-refundable.

6. PAYMENT

All funds due by the Early Childhood Development Centre is payable into the following bank account:

SA Childcare (PTY) Ltd

First National Bank

Account number: 62575764496

Branch Code: 210 641

Monthly payments are to be paid in consecutive months by debit order, regardless of the status of the application process.

7. OBLIGATIONS OF THE SERVICE PROVIDER

- To communicate with and update the Early Childhood Development Centre with regards to the registration process on a regular basis.
- To compile the application on behalf of the ECD Centre in such a manner that it meets the requirements as set out in the Children's Act – Act 38 of 2005 or the South African School's Act which includes, but are not limited to:
 - To apply for Health and Fire Clearance Certificates on behalf of the ECD Centre with the relevant City Council Departments. (Not applicable to Self-Help and Parallel Registration Packages)
 - To submit emergency plans to local City Council Disaster Management Divisions for approval (Not applicable to Self-Help and Parallel registration packages).

- To apply for screening of the ECD Centre's Staff against the Child Protection Register.
- Compile a business plan according to the norms and standards of the Children's Act.
- To submit the completed application to the relevant Department (Department of Social Development or the Department of Basic Education. (Not applicable to the Parallel Registration and Self-Help Packages).
- To provide the Early Childhood Development Centre with a copy file at an additional cost and proof of submission when submitted. (Not applicable to Self Help and Parallel Registration Packages).

7. OBLIGATIONS OF THE EARLY CHILDHOOD DEVELOPMENT CENTRE

- To notify SA Childcare when there is a change of ownership, contact details or contact persons.
- To provide SA Childcare with the necessary information to be able to complete the application including:
 - Staff information including ID Copies (not photo's), CV's and relevant training certificates.
 - Copy of the Consent Use or Zoning Certificate from Local City Council (Not applicable to Self-Help and Parallel Registration Packages)
 - Copy of the approved building plans drawn up as a school, not a dwelling. (Not applicable to Parallel Registration Package).
 - Where required by Municipal Fire Departments, a copy of the approved Municipal Fire Plan. (Not applicable to Self-Help and Parallel Registration Packages).
 - To pay the Municipal Fee for Health and Fire Clearance Certificates (Not applicable to Parallel Registration Package).
 - When applying for the Parallel Registration Package, to book a virtual Health, Safety, Fire, Kitchen and Playground Assessment through the Service Provider at a cost of R600.00. Price dependent on Association Support Benefit discounts.

8. MISCELLANEOUS PROVISIONS

GENERAL

- All services rendered by a Third Party is for the account of the ECD Centre and is not included in the services of the Service Provider.
- Training, as well as consent use (Zoning) NOT included in the services of the Service Provider.

- Monthly payments to be paid to the service provider in consecutive months, regardless of the application process.
- The application forms and the issue of a competency certificate is done free of charge at the Department of Social Development. The registration payment is towards the administration and function of the service provider.
- The mandate from the ECD Centre is to finalize the application file and hand it in to the Department of Social Development / Department of Education. The Service Provider cannot take responsibility for the function and timeframe of the Department of Social Development / Department of Basic Education. A follow up on the registration status is made to the relevant department in the timeframe stipulated by the legislation.

PARALLEL REGISTRATION PACKAGE:

- The Parallel Registration is NOT an official registration with the Department of Social Development and cannot be submitted to Social Development until the Consent Use Process / Zoning is completed and in place and a Health Certificate is obtained from City Council.
- The Parallel Registration does not, in any way replace the registration with the Department of Social Development as set out in the Children’s Act.
- The mandate of the service provider is to compile the Parallel Application and send it to the ECD Centre.

SELF-HELP REGISTRATION PACKAGE:

- This package excludes the following and must be done by the ECD Centre:
- Application for Municipal Health and Fire Certificates, Approval of Municipal Emergency Plans and the submission of the application to the ECD Centre’s local Department of Social Development Office.

INDEPENDENT SCHOOL REGISTRATION WITH THE DEPARTMENT OF BASIC EDUCATION:

- Applications of schools without consent use / zoning is not accepted by the Department of Basic Education.
- Consent use / zoning must specify: “Educational” or “Place of Instruction”
- The responsibility lies with the school to supply the Service Provider with relevant documentation (including approved building plans, an occupancy certificate and tax clearance) pertaining to the application. The Department of Basic Education does not accept incomplete applications.
- A school that is in process of registration cannot operate legally until the application has been finalized by the Department of Education.

- Applications can only be submitted during the time frame the Department of Education permits. Normally between January to March.
- The Service Provider’s mandate is to finalize the application file and hand it in to Department of Basic Education and cannot take responsibility for the function and timeframe of Department of Basic Education.

SIGNED at _____ on the _____ of _____ 2021

For and behalf of the ECD Centre:

AS WITNESSES:

1. _____

For and behalf of SA Childcare (PTY) Ltd

AS WITNESSES:

1. _____