

ENROLMENT CONTRACT
FIXED TERM FOR AN INDEFINITE PERIOD

Between

(the "**Centre**")

and

(ID No. _____)

and

(ID No. _____)

(collectively, the "**Parents**")

Supplied by

PARENT DECLARATION AND CONTRACT OF ENROLMENT

The persons whose details appear in the Enrolment Form, declare that they are the Parents of the Child, whose details appear in the Enrolment Form. 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 admitted, enrolled and retained at the Centre.

IMPORTANT NOTICE:

By signing or initialling this Contract, the Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parent is familiar with any terms and conditions contained in the Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act.

Supplied by

1. **INTERPRETATION**

In this Contract, unless the context indicates a contrary intention, the following words and meanings bear the meanings assigned to them:

1.1. **“Admission”** means permission to attend the ECD.

1.2. **“Annual Closure”** means the annual period of time during which the Centre is closed for _____ consecutive weeks.

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1.3. **“Bridging Holiday”** means the day/s occurring before or after a public holiday which falls adjacent to a weekend and/or public holidays.

1.4. **"Child"** means the child whose details appear in the attached Enrolment Form, as well as the Child whose details are added to the Enrolment Form;

1.5. **“Compulsory Schooling”** means the education of children for whom attendance at school is mandatory in terms of South African law;

1.6. **"Contract"** means this Enrolment Contract including all its annexures as well as any Policies;

1.7. **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008;

1.8. **"Deposit"** means an amount of money paid by the Parent to the Centre as described in clause 8.

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1.9. **“Centre”** means the Early Childhood Development Centre known as

1.10. **"Enrolment"** means the act of signing the Child up for attendance at the Centre. The enrolment process is completed after the Child is granted admission to the ECD.

1.11. **"Enrolment Fee"** means the amount of money payable by the Parent to the Centre to cover the administrative costs involved in Enrolment, which may include an initial contribution to the development costs of the Centre

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1.12. **"Extra Charges"** means those costs for Extra Goods and Services.

1.13. **"Extra Goods/Services"** means those additional goods or services that may be provided for the benefit of the Child, as determined by the Centre from time to time, in addition to the standard early learning and care services provided by the Centre.

1.14. **"Extra Mural Provider"** means a person who conducts extra mural activities at the premises of the Centre, by agreement between the Extra Mural Provider and the Parent;

1.15. **"Fee"** means any amounts owing to the Centre for a Child's admission, enrolment, care, early learning and related activities at the Centre. Such Fees may include, but are not limited to the:

1.15.1. Deposit;

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1.15.2. Enrolment Fee;

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1.15.3. Registration Fee;

(MARK WITH X)

Applicable

Not Applicable

Initial _____

1.15.4. School Fees; and

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Applicable

Not Applicable

Initial _____

1.15.5. Extra Charges;

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Applicable

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1.16. **"Principal"** means the person who is responsible for the day-to-day management of the Centre, including anyone to whom such duties have been delegated;

1.17. **"Holiday Care"** means the care provided to the Child between Terms

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1.18. **"Material Breach"** means a breach that is material to the agreements between the Centre, the Parent and the Child as set out in this Contract or Policies, and excludes unproven allegations;

1.19. **"NCA"** means the National Credit Act, No. 34 of 2005;

1.20. **"Parent"** means a parent or guardian of a Child, who has signed this Contract and whose details appear in the attached Enrolment Form;

1.21. **"Parties"** means the Parents and the Centre;

1.22. **"Policies"** means the rules and principles of the Centre, which are used to regulate the day-to-day running of the Centre;

1.23. **"POPI Act"** means the Protection of Personal Information Act, No.4 of 2013;

1.24. **"Registration Fee"** means the amount of money payable by the Parent as an agreed, non-refundable contribution to the Centre's maintenance and capital costs;

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1.25. **"School Fees"** means the amount of money payable by the Parent to the Centre in connection with a Child's early learning and/or care, excluding any Enrolment Fee, Deposit, Registration Fee or Extra Charges;

1.26. **"School Holidays"** means the period of closure between Terms, which may or may not coincide with those of the relevant Provincial Department of Basic Education

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1.27. **"Magistrates Court Act"** means the Magistrates Courts Act, No. 32 of 1944;

1.28. **"Term"** means the period of the year during which the Centre provides structured early learning programmes and/or care; which may or may not coincide with the school terms of the relevant Provincial Department of Basic Education

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1.29. **"Third Party"** means the person or entity, other than the Parent, nominated by the Parent to be responsible for the payment of any Fees; and

- 1.30. in this Contract:
- 1.30.1. clause headings are for reference purposes only and will not influence their interpretation;
 - 1.30.2. references to the masculine gender will include the feminine and neuter genders and the other way round;
 - 1.30.3. references to natural persons will include bodies corporate and other legal personae and the other way round;
 - 1.30.4. references to the singular will include the plural and the other way round;
 - 1.30.5. where a number of days is prescribed, it will consist only of business days (i.e., days other than Saturdays, Sundays, and Public Holidays) and will be reckoned exclusively of the first and inclusively of the last day;
 - 1.30.6. where the day upon or by which any act is required to be performed is not a business day, the Parties will be deemed to have intended such act to be performed on or by the first business day thereafter.

2. ACKNOWLEDGMENT AND COMMITMENT TO THE VALUES, GOALS AND METHODS OF THE CENTRE

- 2.1. The Parents acknowledge and accept that the Centre is acting as an expert in early childhood development, and that the Centre has developed its own values, goals and methods. By enrolling the Child at the Centre, the Parents commit themselves and the Child to respect the values, goals and methods of the Centre, as articulated in the Centre's admission documents, marketing materials and Policies.
- 2.2. If at any time the Parents consider the values, objectives and methods of the Centre to be incompatible with those of the Parents or the Child, the Parents undertake to withdraw the Child from the Centre subject to the terms and conditions of this Contract and the best interests of the Child.

- 2.3. The Parents undertake that they permit the Child to participate in all Centre activities that may include religious and/or cultural practices established by the Centre;

3. INTRODUCTION

- 3.1. The Centre provides a programme and resources for early learning and care and continuous enrolment at the Centre, whether or not the Child is attending the Centre, for the duration of this Contract, in return for Fees.
- 3.2. This Contract regulates the Admission of the Child to the Centre and the relationship between the Centre, the Child, the Parents and/or a Third Party once the Child has been enrolled at the Centre.

4. GENERAL OBLIGATIONS OF THE ECD

- 4.1. The Admission and Enrolment of the Child to the Centre is at the sole discretion of the Centre which may grant temporary or provisional Admission and/or Enrolment to the Centre subject to further terms and conditions which the Centre may impose in writing, which will be regarded as forming part of this Contract.
- 4.2. While the Child remains enrolled at the Centre, the Centre undertakes to exercise reasonable skill and care in respect of their early learning, development and welfare. This obligation will apply during Centre hours and at other times when the Child is participating in activities organised by the Centre at the Centre's premises.
- 4.2.1. This obligation does not apply when the Child is participating in activities at the Centre's premises during which time the Child is under the supervision of or ought reasonably to be under the supervision of the Parent.
- 4.2.2. This obligation does not apply during the times when the Child is on Centre premises participating in activities offered by Extra Mural Providers during which time the Child will be under the supervision of or ought reasonably to be under the supervision of the Extra-Mural Provider. Extra Mural Providers will contract directly with the Parents and are not agents, representatives or employees of the

Centre. The Centre will not be responsible to supervise the activities of Extra Mural Providers and will not be responsible for their behaviour.

- 4.3. The Centre will take reasonable care to avoid loss, damage, injury or death to the Child. The Centre will not be responsible for any loss, damage, harm, injury or death arising from the Child taking part in any Centre activities.
- 4.4. The Centre shall monitor the Child's progress at the Centre and produce regular progress reports. The Centre will advise the Parents if the Centre has any concern about the Child's progress, but the Centre does not undertake nor does it have any obligation to diagnose any learning disability or other condition.
- 4.5. The Parties acknowledge the limitations of the Centre's physical environment, staff qualifications and training and resources which limit its ability to provide high quality care and early learning opportunities to children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other special need). To the extent that, in the reasonable opinion of the Centre, and after following due process, the Centre cannot, or can no longer, provide adequately for the Child's special needs, the Centre may elect to decline Admission or cancel this Contract in terms of clause 12.3.

5. **DISCLAIMERS AND INDEMNITY**

- 5.1. The Centre does not take any responsibility for any loss of or damage to any property brought on to the Centre premises by the Child or Parents, unless the employees of the Centre are in physical possession of that property and damage occurs to that property because the employees of the Centre did not exercise the degree of care that can reasonably be expected of a person in possession of property belonging to another person.
- 5.2. The Parent indemnifies and holds harmless the Centre, the Principal and the Centre's employees as well as their authorised agents and/or representatives against claims, losses and reasonable costs and expenses in connection with damage or loss to property, and injury to persons, including injury resulting in death, arising as a consequence of the Child's enrolment at the Centre, save that the Centre shall be liable under clause 5.2 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the Centre, the

Principal and the Centre's employees as well as their authorised agents and/or representatives.

- 5.3. Unless the Parents expressly notify the Centre in writing to the contrary, they consent to the Child's participation, under proper supervision, in physical activities, which may entail some risk of physical injury. This consent does not extend to activities provided by Extra-Mural Providers with whom Parents must contract separately.
- 5.4. The Parents confirm that the Child is healthy and that there are no health-related reasons or problems which preclude the Child's participation in Centre activities.
- 5.5. The Parents hereby consent for the Child to receive emergency medical treatment which may be deemed advisable in the event of serious injury, accident, and/or illness while participating in Centre activities.
- 5.6. Subject to the Centre taking reasonable care to avoid harm and save for any gross negligence on the part of the Centre, its employees or agents, the Centre is not responsible for loss or damage resulting from such activities and the Parents indemnify the Centre against any such claims.
- 5.7. The Parents confirm that the above waivers and indemnities are made on behalf of myself, my executors, administrators, heirs and next of kin, as the case may be.

6. PARENT'S GENERAL OBLIGATIONS

- 6.1. The Parents will inform the Centre in writing, prior to Admission and Enrolment, of any special educational or physical needs of the Child known to them of the kind, without limitation, referred to in clause 4.5.
- 6.2. In order to meet the Centre's obligations, the Centre needs the Parents' co-operation. The Parents are required to encourage the Child in his or her early learning and development, give appropriate support at home, keep the Centre informed of matters which affect the Child, maintain a courteous and constructive relationship with Centre staff; and attend meetings and otherwise communicate with the Centre regarding matters in the Child's interests.

6.3. The Principal may, after following due process, require the Parents to remove the Child if the Parents' behaviour is, in the reasonable opinion of the Principal, so unreasonable as likely to affect the progress of the Child or other children at the Centre or the well-being of the Centre staff or to bring the Centre into disrepute.

6.3.1. The Centre will be entitled to automatically cancel the Contract and claim damages, without further notice, if the Parent has been notified in detail in writing of the behaviour described in clause 6.3 and if a similar incident of such behaviour occurs again.

6.4. The Principal may, if it is justifiable to do so, require the Parents to remove the Child from the Centre, if he/she considers that the Child's behaviour is seriously disruptive and in the reasonable opinion of the Principal, the Child's removal is in the Centre's best interests or those of the Child, other children or the wider Centre community. In this case, the Parents will be asked to remove the Child at a specified date that may be shorter than a full three month period. Should the Principal exercise this right, all or a part of the Deposit will be forfeited where the Centre is unable to fill the vacancy created by the Child

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6.5. When the Principal considers terminating a Child's Enrolment under clauses 6.3 or 6.4, he/she should follow a fair process (which may include a hearing) to solicit representations on the Child's best interests.

6.6. The Parents are restrained from employing any employee of the Centre, in any capacity, whether part-time or not, while the Child is enrolled at the Centre and for a period of six months after termination of this Contract. This restraint also applies to the employment of employees of the Centre for a period of six months after the employee's employment at the Centre terminates, whether or not the Child is enrolled at the Centre for that period.

7. **POLICIES OF THE CENTRE**

7.1. The Parents acknowledge that they are aware of the Policies and agree to abide by the provisions of the Policies. The Centre undertakes to make copies of the

Policies available on request and free of charge, on the Centre's website or the Centre's App or via email or in hard copy. The Parents acknowledge that it is the Parents' responsibility to make themselves familiar with the Policies.

8. ACCEPTANCE AND DEPOSIT

8.1. An offer of a place for a Child at the Centre is accepted by the Parents by signing this Contract and (if applicable) paying the Deposit and the Enrolment Fee and/or the Registration Fee.

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8.2. If, after concluding this Contract, the Child does not take up a place at the Centre, the Parents will not be refunded the Deposit. The Deposit and/or the Enrolment Fee will be kept by the Centre as a reasonable cancellation fee for the Child's withdrawal, unless the Centre, acting reasonably, is able to fill the vacancy created by the Child's withdrawal on or before the first day of the first full month for which the Child was to have been enrolled, in which case the Parent will be refunded the Deposit and/or Enrolment Fee, less the School's costs in administering the Child's Enrolment (or a reasonable estimate of these costs).

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8.3. If, after entering into this Contract, the Child does not take up a place at the Centre and the Centre cannot, by the start of the first month for which the Child was due to enrol, fill the vacancy created by the Child's withdrawal, a full three months' Fees shall be payable as a reasonable cancellation fee. The three months' Fees shall be charged at the rate that would have been applicable for the first three months.

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8.4. If the Child does take up a place with the Centre, the Deposit will form part of the general funds of the Centre. the Centre will be entitled to treat the interest generated from such Deposit as income. The Deposit will be refunded to the Parents, without interest, on the Child leaving or, at the Centre's discretion,

credited to the Parents, without interest, for the final payment of the Fees owing by the Parent on the Child leaving.

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9. PAYMENT OF FEES

- 9.1. The Parents, jointly and severally, are responsible to pay the Fees. The Parents acknowledge that the Fees are payable in advance. Any Fee 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 NCA. Interest not paid to the Centre on or before the date in which payment is due will bear further interest at the same rate. In addition to interest the Centre will be entitled to recover from the Parents 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.
- 9.2. The Parents and/or Third Party acknowledge that Fees are calculated on an annual basis and are payable for the duration of the Contract, whether or not the Child attends the Centre or not, and whether or not the Centre is operating or not, either partially or wholly, whether such closure is due to Annual Closure, School Holidays, Bridging Holidays or governmental closure of a category of Early Childhood Development Centres, into which category the Centre falls, for reasons which include but are not limited to quarantine, communicable diseases, states of emergency or natural disasters, until such time that the Contract terminates in terms of clause 12.
- 9.3. The Parents confirm that a statement of account signed by the Principal, showing the amount owing by the Parents or the Third Party to the Centre shall be rebuttable proof that the said amount is due and payable. If the amount of the Centre's claim is thereafter disputed by the Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not due.
- 9.4. In the event of the Third Party taking responsibility for the payment of the Fees, the Parents hereby bind themselves jointly and severally in the Parents' personal capacity as surety and co-principal debtor with the Third Party for

payment to the Centre of any amounts which are owing to the Centre by the Third Party.

- 9.5. The Parents also acknowledge that if any instalment of a Fee which is payable is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable. No indulgence or grant of time by the Centre will constitute a waiver of its rights under this Contract or otherwise.
- 9.6. The Centre Fees will be set out in a Fees schedule and communicated to the Parents on Enrolment and in advance of any increase in Centre Fees.
- 9.7. It is recorded that the Contract does not fall under the Consumer Protection Act.

10. **DEFAULT**

Should either party commit a material breach of this Agreement and fail to remedy it within 7 (seven) days of written notice by the other party, the aggrieved party shall be entitled either:-

- 10.1. to cancel this Agreement and claim damages; or
- 10.2. to claim specific performance of the defaulting party's obligations together with damages, if any.
- 10.3. Notwithstanding clause 10, should the Parents commit a material breach by late payment of Fees, the Centre will be entitled to cancel the Contract after two notifications of late payment, without further notice to the Parents to remedy the breach and will be entitled thereafter to pursue the remedies set out in clauses 10.1 and 10.2.

11. **PROTECTION OF PERSONAL INFORMATION**

By entering into this Contract, and unless the Parents at any time instruct the Centre in writing to the contrary, the Parents' consent is given for the Centre to:

- 11.1. collect, store and process names, contact details and information relating to the Child, and to such information being made available to other parents/guardians, staff or responsible persons authorised by the Centre to the extent required to manage relationships between the Centre and parents;

- 11.2. supply information about the Child to any educational institution or Centre to which the Parents have applied for Admission. The Centre will take care to ensure that all information that is supplied is accurate and fair. However, the Centre cannot be liable for any loss allegedly suffered by the Parents or the Child resulting from opinions reasonably given, or correct statements of fact, in any reference or report given by the Centre.

12. **TERMINATION AND NOTICE REQUIREMENTS**

- 12.1. This Contract will terminate when the Child completes the Centre's early learning programme unless it is otherwise terminated in terms of this Contract. This Contract therefore has an indefinite term.
- 12.2. The Parents have the right to cancel this Contract at any time, for any reason, provided that they give the Centre a full three calendar months' notice, in writing, of the intention to withdraw the Child. Alternatively, a full three months fees is payable to the Centre in lieu of notice, and as a reasonable cancellation fee. Such amount is due and payable on the first day of the three month period which would have been the final three month period if the appropriate notice had been given. Should the Parents have elected to pay annual School Fees or if any Extra Charges have been paid in advance, those Fees will be credited less any amount payable in lieu of the appropriate notice.
- 12.3. The Centre also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents a full three months' notice, in writing, of its decision to terminate this Contract. At the end of the three months in question, the Parents will be required to withdraw the Child from the Centre, and the Centre will refund to the Parents the amount of any fees pre-paid for a period after the end of the three months period less any Fees owing to the Centre by the Parent/s or Third Party.

13. **SOCIAL MEDIA AND MEDIA USE THAT AFFECTS THE ECD**

- 13.1. The Parents undertake that they shall not, and will ensure that the Child shall not engage in any media, online communication activities or any other communications in the public domain that:
- 13.1.1. could have an adverse impact on the Centre's reputation or public image; or

- 13.1.2. are in breach of the Centre's Policies and values;
- 13.1.3. discloses the personal details of the Centre's employees, other Parents and/or children;
- 13.1.4. discloses any confidential information relating to the Centre;
- 13.1.5. publicises any grievances pertaining to the Centre, or any of its employees, other Parents or children, on social or other media, without first having raised such grievance, and without first having endeavoured to resolve it, in good faith.

13.2. Failure to adhere to this clause 13 shall constitute a Material Breach of the Agreement.

14. **CONSENT TO USE OF THE CHILD'S IMAGES IN MARKETING MATERIALS**

- 14.1. The Centre may, from time to time, be required to make use of images with or without the name of the Child, or depicting the Child.
- 14.2. The Parents are required to complete the Photograph Consent Form to give or deny the Centre consent to make use of the images contemplated in clause

15. **GENERAL**

- 15.1. The Parents choose the residential address set out in the Enrolment Form as their chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the Centre to the Parents.
- 15.2. The Parents confirm that all the particulars that the Parents provide to the Centre are, to the best of their knowledge, full, true and accurate.
- 15.3. The Parents undertake to advise the Centre in writing of any changes to the details included in this Contract.

16. **JURISDICTION**

This contract is governed by and shall be construed in accordance with the laws of South Africa. The parties agree that the Centre, at its sole discretion, shall be entitled to institute

any legal proceedings for the recovery of money owed by the Parents as a liquidated debt to the Centre in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act.

17. **VARIATIONS**

The Centre reserves 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 the proper delivery of early learning programmes and care at the Centre. The Centre will give the Parents reasonable notice of any such modifications.

18. **PARTIAL INVALIDITY**

18.1. Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one 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.

18.2. It is a condition of attendance at the Centre that the Parents sign in the space provided. The Principal may at its discretion consider this Contract to be null and void if the Parents alter this document in any way.

19. **GOOD FAITH**

19.1. The parties agree and undertake in favour of each other that they shall at in good faith and endeavour to do everything that must be done to give effect to this Contract.

DATED AT _____ THIS _____ DAY OF _____ 202__

PARENT

PARENT

DATED AT _____ THIS _____ DAY OF _____ 2022

PRINCIPAL