



Terms and Conditions

1. Acceptance

- 1.1 The undersigned ("the Applicant") means each of the person/s referred to in the Application for Admission Form as the applicant, and shall include Parents, step-parents and or guardians, who accordingly accept joint and several liability to Exclusive Kids Academy ("the Pre-School") for payment of the Pre-School Fees, Additional Fees, Enrolment or Registration Fees and Annual Re-registration Fees. Hereby acknowledges that he/she shall be liable for the payment of the monthly fees or any other additional fees in respect of the child's educational services as more fully explained in Clause 2 (Terms of Payment) hereof.

2. Terms of Payment

- 2.1 The monthly fees shall be determined by Exclusive Kids Academy from time to time. Parents shall be advised, in writing, of changes to any fees payable to Exclusive Kids Academy 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.
- 2.2 The Pre-School fees will be reviewed from time to time and may be increased by an amount which the Pre-School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the Pre-School fees increase to an amount which you no longer wish to pay, provided that you give the Pre-School written notice of that intention within 7 (seven) days of the Pre-School's notification of an increase, failing which the cancellation provisions of Clause 3 (Notice) will apply, and you will be required to provide a one calendar months' notice or pay a month's fees in lieu of notice.
- 2.3 If the parent(s) or account holder fail to give the required notification referred to above, they will be regarded as having agreed to and accept the proposed changes and will be liable for the full amount of Pre-School fees as set out in the notice.
- 2.4 The fees of Exclusive Kids Academy shall increase annually.
- 2.5 Pre-School Fees are to be paid in advance, either annually, half-yearly, termly, or monthly (on/before the second day of each month, or on the fifteenth day of each month by debit order), as set out in the schedule of fees. The Parent(s) or Account Holder may select a particular period and should they wish to change to another payment period (as provided for in the schedule of fees), they must request (through the Pre-School Office) to the Pre-School for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given by the Pre-School in writing. Should the Parent(s) or Account Holder elect to make monthly payments on the fifteenth day of each month, they authorise the Pre-School to set up a debit order against their bank account for the payment of the monthly Pre-School Fees.
- 2.6 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 2nd/15th (as selected) day of the month during which the service is rendered. Exclusive Kids Academy 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.
- 2.7 The full monthly fees are payable even if the child does not attend Exclusive Kids Academy for a period of time may it be due to illness, absents, or any reason that is unforeseen and unforeseeable and out of the reasonable control of one or both of the parties.
- 2.8 Should the 2nd/15th day of the month fall on a Saturday, Sunday or Public Holiday then the amount due to Exclusive Kids Academy shall be payable on the preceding ordinary working day.
- 2.9 For the avoidance of doubt, where parents or the account holder elect to make monthly payments (either on/before the second or fifteenth day of the month), such payments are apportioned over 12 (twelve) equal monthly instalments (including December). As such even though the Child does not technically attend Pre-School for the full month in December, the Pre-School Fees charged in that month represent a portion of the annual School Fees charged and as such become due and payable by the Parent and Account Holder. It should be noted that the Pre-School may, following information obtained from any credit report of the Parent/Account Holder, prescribe a particular payment period and payment method for the Parent/Account Holder.

- 2.10 Payments made after the 2nd/15th 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.
- 2.11 Every payment by the Applicant arising out of or in connection herewith shall be made at the address of Exclusive Kids Academy, free of any deductions and without setoff on the due date and without demand.
- 2.12 The Applicant shall be liable to pay collection commission, all attorney/client fees and tracing fees (if applicable) in the event that Exclusive Kids Academy has to institute legal action to recover any amount outstanding to it by the Applicant.
- 2.13 Fees may be paid either by means of a cash payment at the premises of Exclusive Kids Academy (please ensure that you receive an official Exclusive Kids Academy receipt with the correct amount recorded thereon), debit order or by means of an internet transfer or by direct bank deposit.
- 2.14 Please ensure when making the payment that you use your account number as the reference of the payment. Proof of payments must be submitted at the school upon request thereof.
- 2.15 A non-refundable registration fee is payable on receipt of enrolment / registration form for registration. No enrolment / registration form will be accepted without the registration fee. This registration fee is a yearly payment and is not refundable.
- 2.16 The Pre-School may from time to time notify the Parents of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, events or items the Additional Fees relate to. In the case of an activity/excursion, should the Parents elect to not pay the Additional Fees or should they fail to pay on or before the prescribed due date, then the Learner will not be permitted to participate in such activity. Furthermore, the School reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the Parents not have paid any required Schools Fees and/or Annual Re registration Fees and/or any other outstanding amounts, that are due and owing to the Pre-School.
- 2.17 A cancellation fee is applicable should the applicant or the school give notice as set out in clause 3 below. An administration / cancellation fee of 30% of the credit on the account will be retained by the school after deductions such as the set notice period if applicable. Any discount for tuition fees paid in advance will be forfeited should the applicant give notice as set out in clause 3 below.
- 2.18 Where there is more than one Parent (Applicant), the liabilities or obligations of the Parents under the Terms and Conditions will be joint and several, the one paying the other to be absolved. This means that the person to whom the liability or obligation is owed by the Parents will be entitled to look to all or any one or more of the Parents for the enforcement of its rights and that no Parent will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim. The Pre-School shall be entitled to hand the overdue account over to its attorneys or appropriately registered debt collectors who may in turn claim all default, administration, and collection costs that may arise as a result of the Parent/s failure to pay.

3. Notice

- 3.1 **Should the Applicant wish to remove his/her child/children from Exclusive Kids Academy, then the Applicant shall be obliged to give Exclusive Kids Academy one calendar month's written notice.**
- 3.2 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).
- 3.3 **Despite the provisions of this clause, the Applicant may not give notice for the months of November and December.**
- 3.4 **The fees for December are fully payable.**
- 3.5 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.
- 3.6 Exclusive Kids Academy 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 Exclusive Kids Academy.
- 3.7 Such shorter notice by Exclusive Kids Academy to the Applicant may be verbal or in writing.
- 3.8 Should Exclusive Kids Academy in its opinion believe that the Applicant's child is not suited to be a student at the pre-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.

- 3.9 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.
- 3.10 The Pre-School may summarily and with immediate effect, terminate the Contract and admission and enrolment of the Learner, if the principal, or his/her nominee, is, at his/her sole discretion, of the opinion that the conduct and behaviour of either the Parents/Applicant or Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of other Learners in attendance at the Pre-School, and/or the well-being of any member of the Pre-School, and/or the Pre-School's reputation and good name.

4. Domicilia

- 4.1 Where the Parents have to give a notice to any party in terms of the Contract, such notice shall be valid if delivered to the Pre-School's physical address at reception with signature of receipt or email address, which details appear on the Registration Form.
- 4.2 Where a notice has to be given to the Parents in terms of the Contract, such notice shall be valid if delivered to the Parents' physical address or email address, as set out in this Contract/Registration Form.
- 4.3 The Parents also appoint the aforementioned address as their domicilium citandi et executandi. The domicilium citandi et executandi address is the physical address and/or email address where the Parents would like all legal notices to be served in respect of all processes which must be served or exceptions which may be taken arising out of the Contract.
- 4.4 Parents agree to provide the Pre-School with updated email addresses and/or cell phone numbers to ensure that the Pre-School is able to contact them.
- 4.5 The Parties may change their address by written notice to the other party.
- 4.6 The Parties agree that notice to one Parent shall be considered notice to all Parents.

5. Pre-School Hours

- 5.1 The pre-school hours are strictly from 6h00 to 17h30, Monday to Fridays, excluding Public Holidays, when the pre-school shall be closed.
- 5.2 Should the Applicant's child/children be collected after 17h30 – Full Day or 13h00 – Half Day, a late collection fee of R150.00 (one hundred and fifty rand) for every ten minutes after 17h30 or 13h00 will be charged to his/her account. This amount may be amended from time to time at the sole discretion of Exclusive Kids Academy.
- 5.3 No unauthorised person or children under the age of 18 will be allowed to collect the Applicant's child or children from Exclusive Kids Academy. Exclusive Kids Academy must be informed if any other person will collect the Applicant's child or children from pre-school. Please furnish us with the person's identity number, name and surname and a short description of the features of the person concerned.
- 5.4 The pre-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

- 6.1 Although every precaution necessary will be taken to prevent accidents, neither Exclusive Kids Academy and/or Word and Power Ministries 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 Exclusive Kids Academy and/or Word and Power Ministries, be it as a result of gross negligence or otherwise.
- 6.2 Exclusive Kids Academy and/or Word and Power Ministries 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 Exclusive Kids Academy and/or Word and Power Ministries, its members, employees, agents, guests, facilitators by any other third party.

- 6.3 If and when the Applicant's child or children are being transported by Exclusive Kids Academy and/or Word and Power Ministries, 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. Exclusive Kids Academy and/or Word and Power Ministries (including all its employees and or any person acting on behalf of Exclusive Kids Academy and/or Word and Power Ministries) shall not be liable in respect of any injury sustained or damage suffered by the Applicant's child or children.

7. Transport Facility

- 7.1 Exclusive Kids Academy has a transport facility available to all parents and children to collect and/or drop off children from or at home and to collect children at their primary school and for outings that are away from the premises of Exclusive Kids Academy. Exclusive Kids Academy reserves the right to limit the area of operation of the service. The fees applicable for this service shall be determined by Exclusive Kids Academy from time to time. Exclusive Kids Academy reserves the right to levy an additional amount on users of this transport facility when high fuel prices necessitate such levy.

8. Pre-School property

- 8.1 In the event that property of the pre-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 Exclusive Kids Academy on its due date or the Applicant being placed under administration or is sequestrated 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, Exclusive Kids Academy may elect to cancel this agreement with or without notice in the sole discretion of Exclusive Kids Academy.
- 9.3 The Pre-school shall have no obligation to refund any fees to the parents (Applicant).
- 9.4 Exclusive Kids Academy reserves the right to proceed with legal action against the Applicant without further notice.

10. Duration and Termination

- 10.1 This contract shall operate for an indefinite period and is subject to the notice periods as set out in Clause 3 above.

11. Costs

- 11.1 All legal and collection costs, including attorney and own client costs, tracing fees, charges and disbursements incurred by Exclusive Kids Academy 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.
- 11.2 In the event that the Pre-School briefs legal representatives to enforce or advise the Pre-School on any of its rights in terms of the Contract (Terms and Conditions) or any of the Pre-School Policies or in order to defend any proceedings brought against the Pre-School, or any member of staff or other employee, it shall be entitled to recover these costs on an attorney own client scale, including commission and tracing charges, against the Parents (Applicant).

12. Certificate of indebtedness

- 12.1 The indebtedness of the Applicant to Exclusive Kids Academy in terms of this contract shall be determined and conclusively proved for all purposes by a certificate signed on behalf of Exclusive Kids Academy.

13. Jurisdiction

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

14. Emergency Medical Treatment, Illness, Injury and Medication

14.1 Exclusive Kids Academy cannot accept responsibility for extremely sick children, those running high temperatures, vomiting, with eye infections, or that have diarrhoea or head lice.

14.2 In the event of the Applicant's child or children contracting any infectious disease, Exclusive Kids Academy must be notified immediately. Children with infectious diseases may not be sent to Exclusive Kids Academy until certified by the Applicant's doctor.

14.3 Please ensure that any and all allergies that your child or children may have is recorded on the enrolment form.

14.4 The administration of medication to any child by a member of the personnel of Exclusive Kids Academy 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.

14.5 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 Exclusive Kids Academy, in the event of injury to the child.

14.6 Should the Applicant's child or children require emergency medical treatment the Applicant hereby gives Exclusive Kids Academy 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.

15. Obligations of the Parents

15.1 The Parents must assist the Pre-School by ensuring that:

15.1.1 they fulfil all of their obligations contained in this Contract;

15.1.2 they encourage and assist the Learner in his/her ECD (Early Childhood Development) by giving appropriate support at home;

15.1.3 they maintain a positive and respectful relationship with the Pre-School, its Learners and all of its staff;

15.1.4 they attend meetings when requested to by the Pre-School and keep communication with the Pre-School open, informing the Pre-School of any matters that affect the well-being of the Learner;

15.1.5 they provide the Pre-School with any changes to the Parents and/or Learner's personal information that is contained in the Registration Form including change of address and/or contact numbers, within two weeks of becoming aware of the change;

15.1.6 they confirm that all of the information that they have provided/will provide to the Pre-School is both true and correct. Should Parents withhold information from the Pre-School, and the information is considered important and relevant by the School, the School may elect to cancel the Contract, in terms of clause 3 (three) of the Contract;

15.1.7 they inform the Pre-School, in writing and before the Learner attends school, of a Learner's special education needs, whether physical, including hearing impairment, visual impairment, or neurological impairment; or behavioural; or emotional; or any other medically assessed special need;

15.1.8 they acknowledge and accept full responsibility for the Learner after the notified finishing time of any particular pre-school day or pre-school related activity or event, whether the Learner is on the Pre-School Premises or not, and

15.1.9 they acknowledge that they have read and understood each of the Pre-School Policies, the Pre-School Specific Policies and Pre-School Rules relevant to this Contract and agree to abide by the terms and conditions contained therein. Furthermore, they agree to abide by any other Pre-School Specific Policies and Pre-School Rules that the Pre-School may prescribe from time to time. The Parents will ensure that the Learner, any other guardian/parent of the Learner, the Person Responsible for the Account, or any person who has rights of control and makes decisions in respect of the Learner shall abide by the Pre-school Policies, the Pre-School Specific Policies and Pre-School Rules. The Parents agree to support the Pre-School and the conditions/rules contained in the Pre-School Policies, the Pre-School Specific Policies and Pre-School Rules. The Pre-School shall ensure that copies of the aforementioned policies are available, free of charge, at the Pre-School office.

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 of effect unless the same is confirmed in writing and signed by all the parties hereto.
- 16.3 The Contract and Application for Admission Form may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 16.4 The Pre-School reserves its right to amend the Learner Contract from time to time for legal, safety or substantive reasons in order to assist the School in providing superior education to its Learners. The School shall endeavour to provide the Parents with 1 (one) school term's notice of any amendments.
- 16.5 The applicant of each child/children agrees to sign an updated Learner Contract (Terms and Conditions) should Exclusive Kids Academy require the applicant to do so.
- 16.6 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.
- 16.7 Exclusive Kids Academy shall be entitled, without notice to the Applicant, to cede, transfer or assign its rights under this agreement to any third party.
- 16.8 The person responsible for the account and preferably both parents must sign the agreement and supply with the signed agreement and registration form a copy of their identity document. Also a copy of the child or children's birth certificate must accompany this signed agreement and registration form.
- 16.9 The School reserves the right to contact any previous school that the prospective learner has attended, in order to obtain a reference for the Learner and the Parents.
- 16.10 Should the Learner Contract not be signed by all of the Parents it shall not affect or limit the liability of those Parents on whose behalf it was signed.
- 16.11 If the Parents have any queries, concerns and/or complaints relating to the School and/or a Learner's involvement in the School and/or any matter arising out of the Contract it must be raised, in writing, with the Principal or Pre-School Management.

17. Protection of Personal Information

- 17.1 By entering into this contract, and unless you at any time instruct the Pre-School expressly and in writing to the contrary, your consent is given for the Pre-School to process your / the Child's personal information in accordance with our privacy statement, which is available on request. You consent, inter alia also to the following :
- 17.1.1 collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;
- 17.1.2 collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the Pre-School for Pre-School-related purposes to the extent required for the purpose of managing relationships between the Pre-School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;
- 17.1.3 include photographs, with or without a name, of your Child in Pre-School publications, or in press releases to celebrate the Pre-School's or your Child's activities, achievements or successes;
- 17.1.4 supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the Pre-School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and

- 17.1.5 inform any other Pre-School/School or educational institution to which you propose to send your Child of any outstanding fees
- 17.1.6 The Pre-School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the Pre-School that it may do so. Should this be the case, the Pre-School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.
- 17.1.7 For the purposes referred to above, the word “processing” refers to any act that can be performed when handling personal information. The POPI Act defines “processing” to include collecting, recording, organising, updating, storing, distributing, destroying, or deleting personal information.
- 17.1.8 During the period of enrolment of your child, and subsequent thereto, the Parent/Legal Guardian will be required to treat any information obtained about any other Parent/Legal Guardian and/or Student/s and/or the Pre-School as confidential information.

18. BEST INTEREST OF THE CHILD

- 18.1 The parties irrevocably agree that the following procedure shall constitute procedural fairness in instances where the best interest of a child needs to be determined :
- 18.1.1 The Pre-School shall provide you with written particulars of the charge or complaint; and
- 18.1.2 You shall thereafter, within 10 days, furnish the Pre-School with written representations in respect of the best interest of the minor child, which representation may be submitted by the child and or his/her representatives.
- 18.1.3 the Pre-School shall within 5 days thereafter furnish you / the child’s representatives with its submissions in respect of the best interest of the child, the Pre-School and other learners.
- 18.1.4 You / the child’s representatives may within 5 days thereafter, submit a response to the Pre-School’s representations.
- 18.1.5 The Pre-School shall thereafter furnish the relevant parties with its decision after due consideration of the best interest of the child.

19. PARTIAL INVALIDITY

- 19.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.
- 19.2 It is a condition of attendance at the Pre-School that you sign in the space provided. The Board of Directors will consider this declaration and Contract to be null and void if this document is altered in any way.

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 terms and conditions aforesaid and that I/We are bound thereto.

Signature of the Applicant
(Person responsible for account)

Identity number

Date

Signature of the Applicant

Identity number

Date