

# HAPPY DAYS ECD CENTRE CC (ESTHER PARK)

4 Klipspringer Street, Esther Park, Kempton Park 1619 \* PO Box 8918 Edleen 1625  
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E-mail: [happydays@happydaysecd.co.za](mailto:happydays@happydaysecd.co.za)  
Registration Number: CK1987/017539/23

## AGREEMENT OF TUITION

between

HAPPY DAYS ECD CENTRE CC  
Registration number: CK1987/017539/23  
(Hereafter "The Centre")

with chosen *domicilium citandi et executandi*

4 Klipspringer Street,  
Esther Park, Kempton Park  
1619

and

1) \_\_\_\_\_  
Parent / Guardian  
(full names and surname)

&

2) \_\_\_\_\_  
Parent / Guardian  
(full names and surname)

of

\_\_\_\_\_  
(full names and surname of the child)  
(Hereafter "the child")

PARTIES TO INITIAL

(Mother, Father, School)

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## 1. INTERPRETATION

- 1.1. In this agreement, except in a context indicating that some other meaning is intended,
- 1.1.1. **"day"** means any day of the week, excluding Sundays and public holidays;
  - 1.1.2. **"month"** means a calendar month;
  - 1.1.3. **"school year"** means a period of 12 consecutive months, beginning in January and ending in December;
  - 1.1.4. the **"effective date"** being the date of signature of the last signed of this agreement;
  - 1.1.5. expressions in the singular also denote the plural, and vice versa; and
  - 1.1.6. for the purpose of this agreement, children shall include adopted children, or any other child under the care and control of the parent/guardian.

## 2. PAYMENT OF SCHOOL FEES

- 2.1. The parent/guardian hereby agree to:
- 2.1.1. pay the annual tuition fees, as published from time to time, monthly **in advance on or before the 3<sup>rd</sup> (Third) day of each month.**
  - 2.1.2. pay a once off **non-refundable administration fee of R 300,00.**
  - 2.1.3. pay a **surcharge of R 100,00 for late payment of fees.**
  - 2.1.4. pay a **late collection charge of R 3,00 per minute** when I or a third party collect the child from The Centre, after closing time being 18h00 Mondays to Fridays.
  - 2.1.5. be liable to pay **interest on the arrears, calculated at FNB's prime lending rate published from time to time plus 8%** to a maximum of the interest allowed in terms of the National Credit Act 34 of 2005.
  - 2.1.6. in the instance where the child is absent, due to sickness, holidays, or any other reason whatsoever, the full fee for the month(s) shall be payable.

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- 2.1.7. full monthly fees are payable during school holidays, irrespective of whether the child attends school or not.
- 2.1.8. last month for withdrawal notice period is **1<sup>st</sup> October** no withdrawal notice in November will be allowed and parents are due to pay half rate for December if notice is not given by 1<sup>st</sup> October

**3. DURATION OF AGREEMENT**

- 3.1. The agreement shall remain in effect from its effective date up and until the end of the school year, unless otherwise terminated in terms of this contract. Thereafter, the child will automatically be enrolled for the following year if NO WRITTEN NOTICE is received. All the terms of this agreement shall continue to apply.
- 3.2. The parent/guardian and The Centre shall have the right to cancel this agreement at any time, for any reason, on 1 (one) calendar months written notice to The Centre or parent/guardian prior to the withdrawal of the child from The Centre.

**4. CANCELLATION OF AGREEMENT**

- 4.1. The parent/guardian undertake to tender **written notice of 1 (one) calendar month** of his/her intention to remove the child from The Centre, and to pay the monthly fees per child regardless of whether the child attends The Centre or not during the notice period, until completion of the notice period.

**5. DISCIPLINARY MATTERS**

- 5.1. The principal may institute disciplinary action against a learner in respect of serious misconduct if there is sufficient evidence to institute such proceedings and the principal considers it to be in the best interests of the school that such disciplinary action should be instituted.
- 5.2. Should the problem not be resolved, after consultation with parents, the disciplinary procedure set out in section 8 of the South African Schools Act 84 of 1996 read together with the General Notice 2591 of 2001 (Provincial Gazette of 9 May 2001) must be followed.

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**6. GENERAL OBLIGATIONS OF THE PARENT**

- 6.1. The parent/guardian agree to:
  - 6.1.1. at all times be subjected to and adhere to the rules of The Centre as updated from time to time (Annexure B)
  - 6.1.2. have attended to or consent to the child being inoculated as per the Expanded Programme on Immunisation (SA) and to submit proof of such immunization immediately when requested to do so by The Centre;
  - 6.1.3. mark all the child's clothing, bags, cases, bottles, etc, clearly. **No responsibility will be accepted by The Centre for any loss or damage of my child's belongings;**
  - 6.1.4. attend and allow the child to attend all meetings and outings as scheduled from time to time;
  - 6.1.5. Understand that the Centre may be used as a training and observation centre by students aiming to/or already working with young children and the Centre may occasionally have visitors, or volunteers at the Centre, and consent to my/our child being in the presence of volunteers or visitors, with the Centre's appropriate supervision
  - 6.1.6. grant any staff member of The Centre power of attorney to act as my/our lawful agent, in the event of emergency relating to my/our child's well being, to act on own initiative should medical treatment be deemed necessary for the child; and I/We agree to indemnify The Centre and the staff members against all medical costs associated with such emergency treatment.
  - 6.1.7. the parent/guardian warrant that the child does not suffer from any allergies or illness. (Excluding allergies and illness set out in Annexure A.)
  - 6.1.8. Are aware that the child will be excluded from care at the Centre if he/she has contracted a contagious disease or condition and understand that the child will be accepted back into the Centre upon provision of a 'clearance certificate' for the child from a medical practitioner in the event of the child developing a medical disability or abnormality

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- 6.1.9. ensure that **no dangerous, plus non-age appropriate toys/object** are brought onto The Centre, including but not limited to: glass bottles, toys or jewelry;
- 6.1.10. immediately advise The Centre in writing of any change to the particulars, supplied in this agreement and the annexure, within 7 (seven) days of said change and especially telephone numbers supplied in Annexure A;
- 6.1.11. be held liable for any damages caused by the negligent and reckless behavior of the child (e.g. breaking tables, chairs, or windows);
- 6.1.12. deliver and collect the child personally and on time, or in the event of a third party collection, to make prior arrangements by notifying The Centre's duty manager before such third party collects the child.

**7. BREACH**

- 7.1. Should the parent/guardian commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from The Centre requiring the parent/guardian to do so, then The Centre shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim immediate specific performance of all my obligations whether or not due for performance at that time, without prejudice to The Centre's right to claim any damages suffered by it as a result of the breach.

**8. GENERAL**

- 8.1. The parties acknowledge that this agreement constitutes the entire agreement between the parties and no other conditions, stipulations, or representations of whatsoever nature have been made by either party or it's agents save as may be included herein. This agreement shall not be varied unless such variation is in writing and signed by the parties hereto.
- 8.2. The parent/guardian undertakes on behalf of himself/herself, his/her heirs, executors and assignees to indemnify, hold harmless and absolve, The Centre, it's owners and employees against any claims whatsoever that may arise in connection with any loss or damage to

**(Mother, Father, School)**

**PARTIES TO INITIAL**

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the property or, loss of life, injury to my/our child aforesaid, in any activity, in the knowledge that The Centre and Staff will nevertheless take all responsible precautions for the safety and welfare of his child;

- 8.3. Should any legal action be instituted by The Centre against the parent/guardian arising out of this agreement, that the parent/guardian shall be liable to pay any legal expenses on the scale as between attorney and client, included but not limited to, advocate fees, sheriff's fees and collection commission. All payments will be allocated to interest, the costs and lastly to capital.
- 8.4. The parties consent to the jurisdiction of the local Magistrate's Court having jurisdiction in respect of all disputes in connection with this agreement. Notwithstanding the aforesaid, The Centre shall be entitled to institute any proceedings in connection with this agreement against the parent/guardian in any division of the High Court of South Africa having jurisdiction.
- 8.5. I/We consent to The Centre to carrying out a Credit Check on us.
- 8.6. All parents/guardian signing this agreement will be liable for all fees, or costs associated with this agreement, jointly and severally.
- 8.6. All the annexures are specifically incorporated herein. I/We, the undersigned, acknowledge that I/We agree to the terms listed above and that the particulars set out in **annexure A** are correct.
- 8.7. I choose the residential address as set out in **annexure A** as my *domicilium citandi et executandi* for all notices and processes arising out of this agreement.
- 8.8. indemnify on behalf of myself, my heirs, executors and my assignees, the Centre, its owners and employees against any damages whatsoever and any legal costs arising from any claim due to sickness or injury sustained during my child's stay at the Centre;

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\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

Thus done and signed at Kempton Park on this the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
For and on behalf of Happy  
Days ECD Center CC

**Re-admission for new year:**

Year:	Mother Signature:	Father Signature:	HD ECD Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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