



Bluegum Hill Pre-Primary School
721 Leeuwkop Road, Sunninghill
Tel: 011 202 - 5898
e-mail: bluegumhillpreprimary@gmail.com
Keziah Marais
0637768659

BLUEGUM HILL PRE-PRIMARY SCHOOL

REGISTRATION FORM

(INCLUDING TERMS AND CONDITIONS)

Entered into Between

BLUEGUM HILL PRE-PRIMARY SCHOOL
(“the School”)

AND

[“the Parent(s) / Guardian(s)”]

Date of enrolment: _____ Date of starting at Bluegum Hill: _____

Pupils Name: _____

CHILD'S DETAILS

NAME:		SURNAME:	
DATE OF BIRTH:		ID NUMBER:	
GENDER:		HOME LANGUAGE:	

FATHER / GUARDIAN'S DETAILS

NAME:		SURNAME:	
ID NUMBER:		OCCUPATION:	
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
EMPLOYER:		EMPLOYER ADDRESS:	
TEL NO (WORK):		CELL NO:	
FAX NO:		E-MAIL:	

MOTHER/GUARDIAN'S DETAILS

NAME:		SURNAME:	
ID NUMBER:		OCCUPATION:	
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
EMPLOYER:		EMPLOYER ADDRESS:	
TEL NO (WORK):		CELL NO:	
FAX NO:		E-MAIL:	

Marital status of parents:

Other children in family:

Name: _____ Age: _____

MEDICAL INFORMATION

NAME OF MEDICAL AID SCHEME:		MEDICAL AID NUMBER:	
-----------------------------	--	---------------------	--

NAME OF DOCTOR:		CONTACT NUMBER:	
ALLERGIES:			
DIETARY NEEDS:	NO BEEF	NO CHICKEN	ONLY VEGETABLES
CAN WE GIVE YOUR CHILD CALPOL WHEN HE/SHE HAS A FEVER:			
ANY OTHER IMPORTANT MEDICAL/BEHAVIOURAL INFORMATION:			

PAYMENT OPTIONS

	PLEASE TICK	
	OPTION 1	Full payment upfront. A 10% discount will be allowed if annual school fees are paid in full by _____.
	OPTION 2	Monthly payments are to be made no later than the 7 th day of each month (January to December).
	OPTION 3	Quarterly payments to be made no later than _____ or each term.

Copy of School rules received: YES / NO

TERMS AND CONDITIONS

1. PERIOD OF AGREEMENT

- 1.1. Notwithstanding the date of signature, this Agreement shall commence on the date as set out on page 7 of the Registration form and shall continue for a period of 1 (one) year, unless terminated at an earlier date in accordance with the provisions of this Agreement;
- 1.2. the completion date has been reached, the Agreement shall not continue indefinitely, but it may be extended by Agreement between the Parties, subject to consensus on any price increases or any other matters the Parties deem appropriate;
- 1.3. The School will inform the parent / guardian in writing at least 40 days before the end of this agreement that it will come to an end;
- 1.4. A Plus Tuition will advise on any material changes to the current terms and conditions in such notification.
- 1.5. On receipt of the abovementioned notice the parent / guardian may agree to renew the Agreement for a further period, or give notice of cancellation at least 20 business days' before the end of the period of Agreement without penalty

Mornings	06:30 – 12:30	R3350
Half day	06:30 – 14:30	R3550
Full day	06:30 – 17:30	R3850

- 2.1 Fees are payable monthly in advance, on or before the 5th day of each month;
- 2.2 Should any payment not be made on due date, the full balance then outstanding plus interest at the maximum permitted rate will immediately become due, owing and payable.
- 2.3 Fees are to be paid into the following bank account:

Name of bank:	Nedbank
Account holder:	F.H.Marais
Account number:	1933211539
Branch:	Sandown
Branch code:	193305
Type of account:	Current Account

- 2.4 The Parent / Guardian is required to make payment of the fees for the full 12 (twelve) months.
- 2.5 The School has the right to change the prices from time to time. Fees are subject to an annual increase, effective January of each year.

3 PAYMENT

- 3.1 The Parent / Guardian shall have no right to withhold payment or make set-offs or deductions from any payment due by the Parent / Guardian for any reason whatsoever;
- 3.2 No extension of payment of any nature will be granted unless reduced to writing and signed by the Parent / Guardian and a duly authorised representative of the School;

3.3 Should any amount due be unpaid by the Parent / Guardian, the School shall have the right to suspend the delivery of services on notice to the parent / Guardian and to exercise its rights in terms hereof.

3.4 If any amount owed is not settled in full on due date, or alternatively on demand, the School is entitled to, without prejudice to any of its rights, immediately institute legal action against the Parent / Guardian.

4 DUTIES OF PARENT(S) / LEGAL GUARDIAN(S)

4.1 It is the parents/legal guardian responsibility to keep all contact information up to date. I/We undertake to notify the School in writing, within 7 days of any change of address or any other information supplied herein.

4.2 The parent / guardian accept joint & several liability to the School for the due and punctual payment of fees in respect of attendance or participation in all activities.

4.3 It is the parents/guardians responsibility to collect the child by 17:30 each day. Should the parent/guardian fail/neglect to do so, they will be liable for additional charges.

5 DUTIES OF THE SCHOOL

The School will tutor the child to the best of their ability; however it remains the parent / guardian's duty to play an active role in the teaching of the student.

6 INDEMNITY

6.1 The Parents / Guardians indemnify and will keep indemnified the proprietors, staff and employees of the School, and hold them harmless against all and any claims, except those arising as a result of the gross negligence of the School, whether in respect of damages or otherwise, resulting from or arising out of any event, matter or situation whatsoever may occur to or in connection with the above-mentioned child, and/or belongings while the child is in the custody, and/or in the care of the School, its proprietors, staff and/or employees or any of them

6.2 Acknowledge that while all reasonable precautions will be taken to ensure the safety and welfare of our child, the child attends the School entirely at our own risk;

6.3 Accept that we shall be held responsible for the payment of medical and/or hospital costs if and when required in an emergency. We authorise the School to disburse on our behalf such amounts as may be necessary in respect of the medical treatment in respect of our child while in the care of the School, and undertake to refund the School such funds within 48 hours.

6.4 States as far as we are aware, that our child is in good health.

6.5 I / we hereby authorise and grant A Plus Tuition CC the unrestricted right to use and publish photographs, pictures, portraits or images of the Student, or in which the Student may be included, for commercial art, publishing, editorial trade, advertising and any other purpose and in any manner and medium, and to alter same without restriction and without my consent.

6.6 I/ we hereby release the School from all claims and liability relating to the photographs, pictures, portraits or images of the child.

7 BREACH / CANCELLATION

- 7.1 If either Party commits a breach of the provisions of this agreement and fails to remedy the breach within 20 (twenty) days of receipt of a written notice from the other party requiring the breach to be remedied, the innocent party may at its option either:
- 7.1.1 enforce immediate specific performance of the defaulting party's obligation under this agreement; or
- 7.1.2 Without prejudice to any other right which it may enjoy, cancel this agreement and recover such damages as it may have suffered by reason of the breach.

Notice

There is a one term (or 3 calendar months) notice period for children leaving the school. Children who leave in the last term of the year will not be refunded for the December portion of the fees. Notice is to be given in writing. Parents are liable for the full notice period.

There are no discounts or refunds should your child not be able to attend any of his/her days at the preschool, whether as a result of illness or because you have gone away on Holiday or overseas due to visa. The number of staff we employ, and our other overheads (e.g. bond and rates) do not reduce when your child does not attend.

Please note that a full month's fees is payable in both January and December.

"Termination for Convenience Clause" either party may cancel the agreement for no reason by giving the other party terms notice written notice.

- 7.2 In the event of either party breaching any obligation under this agreement, and the aggrieved party deeming it necessary to engage the services of a registered debt collector or attorney to recover any payments which may be due or payable, the infringing party shall be liable for:
- 7.2.1 Tracing agent fees (if required);
- 7.2.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act; or
- 7.2.3 The attorney's costs on an attorney and own client scale;
- 7.2.4 Collection Commission in the amount of 10% on each installment paid to the debt collector or attorney or paid directly to the aggrieved party following handover of the matter to the debt collector, provided that the collection commission charged shall not exceed the statutorily prescribed maximum amount;
- 7.2.5 The aggrieved party's attorney or debt collector (as the case may be) shall on receiving a payment from the infringing party, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to the aggrieved party and finally towards the capital amount due to the aggrieved party;
- 7.3 Without prejudice to any other remedies which either of the Parties may otherwise have in terms of the Agreement or at law, the Aggrieved Party shall be entitled to terminate the Agreement, by written Notice to the other, in the event that the Infringing Party:
- 7.3.1 Breaches any of its obligations and/or warranties in terms of this Agreement;
- 7.3.2 Acts dishonestly and/or in bad faith;
- 7.3.3 Made or makes any intentional or negligent misrepresentation to the Aggrieved Party, whether in any negotiations preceding the conclusion of, or in the execution of this Agreement;
- 7.3.4 Conducts itself in a manner which is likely to bring the Aggrieved Party into disrepute;
- 7.3.5 Commits the same or a substantially similar breach more than 3 (three) times within any period of 6 (six) consecutive months.
- 7.3.6 Commits a breach of the terms and conditions of the Agreement, and fails to remedy such breach, within twenty (20) days after receiving Notice from the Aggrieved Party to do so.
- 7.4 The termination of the Agreement, for whatever reason, shall not affect the rights of either of the Parties:
- 7.4.1 That may have accrued before the termination of the Agreement; or
- 7.4.2 Which specifically or by their nature survive the termination of the Agreement.

8 VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

9 WAIVER

No indulgence which either Party may grant to the other shall constitute a waiver of any of the rights of that Party, who shall not thereby be precluded from exercising any of its rights against the other Party which may have arisen in the past or which might arise in the future.

10 SEVERABILITY

If any provision of this Agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole Agreement, unless the provision in question goes to the heart of the Agreement. In such event, the Party who is adversely affected by the invalid provision may elect to cancel the Agreement; or to continue with it, or continue with it subject to Agreement on any appropriate provision to replace the invalid or unenforceable one.

11 ASSIGNMENT & CESSION

No Party shall without prior written consent of the other party, cede any of its rights or assign any of its obligations under this Agreement.

12 FORCE MAJEURE

12.1 Neither Party shall be in breach of this Agreement, where the inability to comply with any obligation is caused by *Force Majeure*. *Force Majeure* shall include, but is not limited to; war, riots, civil commotion, natural physical disaster, strike or industrial action by either Party's employees, any action by government or public authority, and circumstances wholly beyond the control of the Parties.

12.2 Notice of an occurrence of *Force Majeure* shall be given to the other Party as soon as possible, and shall include details of the event, and the likely effect it may have on either Party's obligations in terms of this Agreement.

12.3 Should either Party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days as the result of the occurrence of *Force Majeure*, this Agreement may, at the other Party's instance, be terminated on the expiry of the 14 (fourteen) day period.

13 DOMICILIUM

The parties choose as their domicilium address the address stated on page 2 and 3 of this agreement. Any document will be deemed duly received within:

13.1 7 (seven) working days of pre-paid registered mail to any of the Client's business or postal addresses or the domicilium address of the client, or to the personal address of any director, member or owner of the client; or

13.2 24 (twenty four) hours of being faxed to any of the Client's fax numbers or any director, member or owner's fax numbers; or

13.3 Immediately on being delivered by hand; or

13.4 48 (forty eight) hours if sent by overnight courier.

14 APPLICABLE LAW

The parties consent to the jurisdiction of the Magistrates Court and confirm that any dispute will be dealt with in accordance with the laws of the Republic of South Africa.

15 WHOLE AGREEMENT

This Agreement, including the Code of Conduct, shall constitute the entire Agreement between the Parties, and no representation by any of the Parties or their agents, whether made prior or subsequent to the signing of this Agreement shall be binding on any of the Parties unless in writing and signed by the Parties.

I / We _____ (Full Name and Surname)

The Parent/s Legal Guardian/s of:

(Full name and Surname of the student)

Herby certify that all the information supplied on the Registration Form is complete and accurate and hereby confirm that I/We have read and understood the terms and conditions of the document and accept and agree to be bound by them. I/We further confirm that I/We agree with the price and method of payment as stipulated in this contract.

Parent/Legal Guardian

(Signature - Mother)

(Signature - Father)

(Date)

Witness