



# Jiminy Cricket Nursery School

C/o Dale and Belvedere Road  
 Glen Austin  
 Midrand  
 Tel: 011-2387027      Cell: 0732825757

Date of Appointment: \_\_\_\_\_

## Child Details:

NAME OF CHILD:	SURNAME OF CHILD:	
DATE OF BIRTH:		
HOME LANGUAGE:		
ALLERGIES:		
INFECTIOUS/CHRONIC DISEASES:		
CHRONIC MEDICATION:		
KNOWN MEDICAL CONDITIONS:		
PHYSICAL ADDRESS:		
AFTERCARE	YES	NO

## Parents Information:

MOTHER'S NAME:	MOTHER'S SURNAME:
CELL NUMBER:	
WORK NUMBER:	
PHYSICAL ADDRESS (IF DIFFERENT FROM CHILD)	
WORK ADDRESS:	
COMPANY:	
OCCUPATION:	
EMAIL:	

FATHER'S NAME:	FATHER'S SURNAME:
CELL NUMBER:	
WORK NUMBER:	
PHYSICAL ADDRESS (IF DIFFERENT FROM CHILD)	
WORK ADDRESS:	
COMPANY:	
OCCUPATION:	
EMAIL:	

I AM RESPONSIBLE FOR THE ACCOUNT: FATHER/MOTHER \_\_\_\_\_

## Medical Aid Information:

<b>MEDICAL AID:</b>	
<b>MEDICAL AID NUMBER:</b>	
<b>MEDICAL AID PLAN:</b>	
<b>NAME OF MAIN MEMBER:</b>	
<b>NAME OF FAMILY DOCTOR:</b>	
<b>CONTACT DETAILS OF DOCTOR:</b>	

## Emergency Contact Person:

<b>NAME:</b>	<b>SURNAME:</b>
<b>RELATION TO CHILD:</b>	
<b>CELL NUMBER:</b>	
<b>WORK NUMBER:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>WORK ADDRESS:</b>	
<b>COMPANY:</b>	
<b>OCCUPATION:</b>	
<b>EMAIL:</b>	

## Transport Information:

<b>NAME AND SURNAME:</b>	
<b>CONTACT DETAILS:</b>	
<b>ADDITIONAL CONTACT NUMBER:</b>	
<b>ADDITIONAL CONTACT NUMBER:</b>	

## Support Documents Tick List:

NAME OF DOCUMENT:	YES	NO
Copy of birth certificate		
Copy of clinic card		
Copy of mother's ID document		
Copy of father's ID document		
Proof of physical address		
Copy of medical aid card		
Confirmation of medical condition/allergies		

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# Terms and Conditions of Enrolment

## 1. Acceptance

The undersigned ("the Applicant") hereby acknowledges that he/she shall be liable for the payment of the monthly fees in respect of the child-minding services as more fully explained in clause 4 hereof.

## 2. Use of images of children

Jiminy Cricket Nursery school recognizes the need to ensure the welfare and safety of all young children taking part in any activities associated with our organization. **By signing this document, you as parent/guardian gives Jiminy Cricket Nursery school permission to use any still and/or moving image being video footage, photographs and/or frames and/or audio footage depicting my/our child/children named above,** taken by any employee of Jiminy Cricket Nursery school for any of the following uses:

- As advertising, marketing, leaflets or any other such as for training, educational or publicity purposes.
- On the Jiminy Cricket Nursery school Facebook/Website and/or any of the media used by the school.

**Please note that should you wish for Jiminy Cricket Nursery School to remove an image taken of your child/children, please inform the Information officer, Nicky Grobbelaar.**

## 3. Uniform

All children from 2 to 6 years wear a uniform from Monday to Friday. The uniform can be ordered from the office. The school places one bulk order with the supplier at the beginning of the month and turnaround time is 3 weeks.

### **Summer uniform:**

School golf shirt & short with sandals or takkies.

### **Winter uniform:**

Winter tracksuit & school golf shirt with takkies.

## 4. CONSENT CLAUSE:

The consumer/debtor consents to and authorises **Jiminy Cricket Nursery School**, the supplier, service and/or credit provider, as the case may be, to:-

- a) contact, request and obtain information at any time from any supplier, service or credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor; and
- b) provide information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor to any registered credit bureau or to any supplier, service or credit provider (or potential credit provider) seeking a trade reference regarding the consumer's/debtor's dealings with the supplier, service and/or credit provider.

## 5. Terms of Payment

- 4.1 The monthly fees shall be determined by Jiminy Cricket Nursery school from time to time. Parents shall be advised, in writing or via email, of changes to any fees payable to the school 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. **The fees shall increase annually at the end of December. Such increase shall be implemented and will be effective from 01 January annually.**

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- 4.2 **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 3rd day of the month during which the service is rendered.** Jiminy Cricket Nursery school 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.
- 4.3 Should the 3rd day of the month fall on a Saturday, Sunday or Public Holiday then the amount due shall be payable on the preceding ordinary working day.
- 4.4 The Applicant shall qualify for a discount of 5% if annual fees are paid in full by the last working day of January 2022. It is specifically recorded that the discount referred to in this sub clause does not apply to those services rendered by contractors and/or other service providers used by the school unless the contractor and/or service provider agrees otherwise. **Discount is only calculated if fees are paid annually and not on the monthly fee.** When depositing or transferring money into the school's account, it must be taken into consideration that delays occur due to interbank transfers. To qualify for the discount on the school fees, the amount due must have been received in the school's bank account on or before the 31<sup>st</sup> of January.
- 5.5 **Payments made after the 3<sup>rd</sup> day of the month will be charged at R50 per day of late payment.**
- 5.6 Every call made in connection with outstanding fees will be charged at R5 per call.
- 5.7 Every payment by the Applicant arising out of or in connection herewith shall be made at the address of Jiminy Cricket Nursery school, free of any deductions and without set-off on the due date and without demand.
- 5.8 **The Applicant shall be liable to pay collection commission, all attorney/client fees and tracing fees (if applicable) in the event that Jiminy Cricket Nursery school has to institute legal action to recover any amount outstanding** to it by the Applicant as is set out further in clause 12 below.
- 5.9 Fees may be paid either by means of a cash payment at the premises of Jiminy Cricket Nursery school (please ensure that you receive an official receipt with the correct amount recorded thereon) or by means of an internet transfer or by direct bank deposit. The school's bank account number is:
- Account Holder : Jiminy Cricket Nursery School (Pty)Ltd.**
- Bank : First National Bank**
- Branch and code : 250-117**
- Account number : 6256-073-2630**
- Please ensure when making the payment that you use the **child's name and surname or your account number as the reference** of the payment. Proof of payments must be kept and produced upon request.
- 4.9 **Jiminy Cricket Nursery school reserves the right to withhold any academical and/or other information concerning the Applicant's child or children's progress if any fees are outstanding or not paid in full.**
- 4.10 An amount of one thousand one hundred and fifty rand, R1150.00, is payable on receipt of enrolment form for registration. No enrolment form will be accepted without the registration fee. **This registration fee is a once off payment and is for administration cost and is not refundable.**
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- 4.11 **There is an additional annual cost for stationery and toiletries used throughout every year.** It is a once off payment and covers most of the stationery and toiletries used by the children. The cost for the stationery and toiletries for the year is included in the registration fee for new students.

## 5. Notice

**Should the Applicant wish to remove his/her child/children from Jiminy Cricket Nursery school, then the Applicant shall be obligated to give one calendar month's written notice.** 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). Despite the provisions of this clause, the Applicant may not give notice for the months of November and December. 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. Jiminy Cricket Nursery school 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 the school. Such shorter notice by Jiminy Cricket Nursery school to the Applicant may be verbal or in writing. Should Jiminy Cricket Nursery school in its opinion believe that the Applicant's child is not suited to be a student at the school for any reason whatsoever after reasonable discussions and collaborations, it may in its sole discretion terminate this agreement by providing the Applicant with 5 days written notice of its intention to terminate. 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.

## 6. School Hours

- 6.1 The school hours are strictly from 6h30 to 16h30, Monday to Friday (meaning you have to fetch your child by no later than 16:30), excluding Public Holidays and school holidays as per school calendar, when the school shall be closed.
- 6.2 **Should the Applicant's child/children be collected after 16h30, a late collection fee of R50.00 (fifty rand) for every five minutes after 16h30 will be charged.** This amount may be amended from time to time at the sole discretion of school management. This will be a cash payment on collection of your child or the next morning.
- 6.3 No unauthorised person or children under the age of 18 will be allowed to collect the Applicant's child or children from school. Jiminy Cricket Nursery school must be informed if any other person will collect the Applicant's child or children from school. **Please furnish us with the person's identity number, name and surname and a short description of the features of the person concerned.**
- 6.4 The school shall be closed for the December Holidays as per the annual calendar supplied upon enrolment. The specific details in this regard will be communicated annually to Applicants.

## 7. Aftercare

Aftercare can be provided from 16:30 till 17:30 Monday to Friday. This is a chargeable service and additional to regular school fees.

An additional fee of R300 per month will be added to your account should you enrol your child for aftercare.

## 8. Indemnity

Although every precaution necessary will be taken to prevent accidents, neither Jiminy Cricket Nursery school 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 Jiminy Cricket Nursery school, be it as a result of gross negligence or otherwise. Jiminy Cricket Nursery school shall further be indemnified and held harmless by the Applicant against any claim of

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whatsoever nature and howsoever arising whether in contract or delist, which may be brought against Jiminy Cricket Nursery School, its members, employees, agents, guests, facilitators by any other third party. If and when the Applicant's child or children are being transported by Jiminy Cricket Nursery school, 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. Jiminy Cricket Nursery school (including all its employees and or any person acting on behalf of Jiminy Cricket Nursery school shall not be liable in respect of any injury sustained or damage suffered by the Applicant's child or children.

## 9. School property

**In the event that property of the school is damaged by the Applicant or his/her child or children, the Applicant will be responsible for any and all costs to replace or repair the damaged property.**

## 10. Breach

- 10.1 The Applicant shall be in breach of this agreement if the Applicant fails to make payment of any amount due and payable to Jiminy Cricket Nursery school 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.
- 10.2 In the event of the breach of this agreement by the Applicant as is set out in clauses 5 and 10.1 above, Jiminy Cricket Nursery school may elect to cancel this agreement with or without notice in the sole discretion of Jiminy Cricket Nursery school.
- 10.3 Jiminy Cricket Nursery school shall be entitled to list the name of the Applicant on a credit control list for all the other nursery schools. The effect thereof is that the Applicant's child or children may be refused entry to any other nursery schools within the Gauteng Province until such time that the act or omission that caused the breach, is remedied and Jiminy Cricket Nursery School reserves the right to proceed with legal action against the Applicant without further notice.

## 11. Notice and Domicilia

- 11.1 The parties choose the *domicilia citandi et executandi* for the purpose of all notices and processes arising out of or in connection with this agreement as follows:

Jiminy Cricket Nursery school : Cnr. Dale & Belvedere Roads, Glen Austin, Midrand

Applicant (physical address) : \_\_\_\_\_

- 11.2 Any notice sent by post, by either party to the other, shall be deemed to be received on the seventh day after the date of posting or on the date of delivery in the case of delivery by hand.
- 11.3 Each party shall be entitled to change the address specified by it in terms of this clause, in writing, to any other address within the Republic of South Africa (not being a post office box or poste restante) on not less than 14 calendar days prior written notice to the other party.

## 12. Duration and Termination

This contract shall operate for an indefinite period and is subject to the notice periods as set out in clause 5 above.

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### **13. Costs**

- 13.1 All legal and collection costs, including attorney and own client costs, tracing fees, charges and disbursements incurred by Jiminy Cricket Nursery school 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.
- 13.2 A cost of R50 per day will be charged for each day that payment is late after the due date of the 3<sup>rd</sup> of each month.
- 13.3 R5 will be charged for each phone call made to the parents to follow up on outstanding payments.

### **14. Certificate of indebtedness**

The indebtedness of the Applicant to Jiminy Cricket Nursery school in terms of this contract shall be determined and conclusively proved for all purposes by a certificate signed on behalf of Jiminy Cricket Nursery school.

### **15. Jurisdiction**

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

### **16. Emergency Medical Treatment, Illness, Injury and Medication**

- 16.1 Jiminy Cricket Nursery school cannot accept responsibility for extremely sick children, those running high temperatures, vomiting, with eye infections, or that have diarrhoea or head lice.
- 16.2 In the event of the Applicant's child or children contracting any infectious disease, Jiminy Cricket Nursery school must be notified immediately. Children with infectious diseases may not be sent to school until certified by the Applicant's doctor
- 16.3 Please ensure that any and all allergies that your child or children may have is recorded on the enrolment form.
- 16.4 The administration of medication to any child by a member of the personnel of Jiminy Cricket Nursery school 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.
- 16.5 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 Jiminy Cricket Nursery school, in the event of injury to the child.
- 16.6 Should the Applicant's child or children require emergency medical treatment the Applicant hereby gives Jiminy Cricket Nursery school 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.

### **17. General**

- 17.1 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.
- 17.2 No amendment, variation or modification of this agreement shall be of any force or effect unless the same is confirmed in writing and signed by all the parties hereto.

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- 17.3 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.
- 17.4 Jiminy Cricket Nursery school shall be entitled, without notice to the Applicant, to cede, transfer or assign its rights under this agreement to any third party
- 17.5 The person responsible for the account and preferably both parents must sign the agreement and supply with the signed agreement and enrolment form a copy of their identity document. Also, a copy of the child or children's birth certificate must accompany this signed agreement and enrolment form.

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 standard terms and conditions aforesaid and that I am bound  
thereto.

\_\_\_\_\_  
Signature of the Applicant

(Person responsible for account)

\_\_\_\_\_  
Identity number

\_\_\_\_\_  
Date