



★ **Baby & Toddler Centre** ★ **Nursery School** ★ **Grade R**

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Contract of Enrolment, Fixed Term for an Indefinite Period

Entered into between:

Tic Toc Nursery School

And

Mother/Guardian Full Names: _____

ID Number: _____

Father/Guardian Full Names: _____

ID Number: _____

1. Definitions

In this indefinite term Contract, except where the context indicates to the contrary, the following definitions apply: -

- 1.1. "**Additional Fees**" means the prices of the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance. Additional Fees are used to provide adequately for the education, care and related activities and services provided to your Child, including the costs of specified extra-curricular activities or special educational needs;
- 1.2. "**Additional Goods/Services**" means those goods or services that may from time to time be provided to or for the benefit of the Children, as determined by Tic Toc Nursery School from time to time.
- 1.3. "**Business day**" is as defined in section 2(6) of the CPA.
- 1.4. "**Child**" or "**Children**" means each and every Child enrolled to be educated and cared for, whose details appear on the Enrolment Form that has been completed and signed by the Parents / guardians, and in any other subsequent documents.
- 1.5. "**Consumer Protection Act**" or "**CPA**" means the Consumer Protection Act, No 68 of 2008.
- 1.6. "**Contract**" means this document, including all its annexures as well as any Policies.
- 1.7. "**Due date**" means close of business on the fifth business day of each month.
- 1.8. "**ECD Centre**" means Tic Toc Nursery School.
- 1.9. "**Fee**" means any amounts owing to Tic Toc Nursery School for a Child's enrolment, education and related activities at the ECD Centre. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
 - 1.9.1. Deposit

1.9.2.ECD Centre Fees

1.9.3.Additional Fees

- 1.10. **"Late Collection Fee"** means the charge levied for collecting a Child after the closing hours, as stipulated in this Contract.
- 1.11. **"Magistrate's Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.12. **"Notice period"** means 20 business days.
- 1.13. **"Parent"** means the legal guardian of the Children.
- 1.14. **"Application form"** means the form containing the Parent's and Children's details, completed and signed by the Parents/guardians upon enrolment of the Children at the ECD Centre.
- 1.15. **"Parent" or "you" or "Guardian"** means each person who has signed this Contract as the Parent or legal guardian of a Child, whose details appear in Annexure "B";
- 1.16. **"Parties"** means the Parent/s and the ECD Centre;
- 1.17. **"Policies"** means the rules and principles adopted by Tic Toc Nursery School, as published by the ECD Centre from time to time, which are used to regulate the day-to-day running of the ECD Centre. These Policies may include (but need not be limited to) the ECD Centre Rules; Fee Structure; Debtors' Policy; Terms and Conditions of the ECD Centre, as well as the Code of Conduct and the ECD Centre's Disciplinary and Grievance Procedures for Parents and are available on request free of charge, or on our website;
- 1.18. **"Principal"** means the person appointed to oversee the complete functionality of the ECD Centre and be responsible for the day-to-day management of Tic Toc Nursery School, including people she has delegated responsibilities to.
- 1.19. **"We", "Us" and "Our"** means Tic Toc Nursery School.
- 1.20. **"ECD Centre Fees"** means the money payable on a monthly, bi-annual or annual basis by the Parent/s to the ECD Centre for their Children's education and, excluding any Enrolment Fee, Deposit or Additional Fees.
- 1.21. **"ECD Centre Rules"** means the rules of Tic Toc Nursery School, an electronic or paper copy of which is made available to the Parents of each Child upon enrolment. The rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the ECD Centre.
- 1.22. **"Term"** means a division of the academic year and is the time during which the ECD Centre holds classes, as notified to Parents from time to time.
- 1.23. **"Third Party"** means the person or entity, other than the Parent/Guardian, who they nominate to be responsible for the payment of Fees and/or other charges. A Third Party nomination will not absolve the Parent or guardian from liability for any fees or charges.

2. Parent / Guardian Declaration

- 2.1 The person/s whose details appear in Application Form and this Contract, declare that he/she/they are the Parent/s or legal guardian/s of the Children/Children, whose details also appear in Application Form and this Contract. 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 Children to be successfully enrolled and retained at Tic Toc Nursery School.
- 2.2 ***By signing, initialing or otherwise entering into this Contract you agree to the terms and conditions contained in this documents. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.***
- 2.3 ***This Contract contains clauses which appear in similar text style to this notice and which:***
- 2.3.1 ***May limit the risk or liability of Tic Toc Nursery School or a third party; and/or***
- 2.3.2 ***May create risk or liability for you; and/or***
- 2.3.3 ***May require you to indemnify the ECD Centre or a third party; and/or***
- 2.3.4 ***Serve as an acknowledgement, by you, of a fact.***
- 2.4 ***Your attention is drawn to these clauses that are bold and in italics because they are important and should be carefully noted. The rights you have in this Contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this Contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the ECD Centre in terms of the Consumer Protection Act.***

- 2.5 You declare that you have read and understood the Policies of the ECD Centre as adopted and published by the ECD Centre from time to time and agree to abide by these policies. Tic Toc Nursery School undertakes to make copies of all policies available on request and free of charge, or on our website.
- 2.6 ***You undertake to comply with all the rules and regulations of the ECD Centre and acknowledge that it is your responsibility to make yourself familiar with the policies.***
- 2.7 You acknowledge that you are responsible for your Child, whether on the property of the ECD Centre or not.

3 General Parent Obligations

- 3.1 You will inform the ECD Centre in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of any kind.
- 3.2 ***In order to fulfill our obligations, we need your co-operation. Without Parent's fulfilling their obligations we will not be able to perform at our best. Over and above the terms and conditions in this Contract, you are required to:***
- 3.2.1 ***Encourage your Child to be positive about coming to Tic Toc Nursery School.***
- 3.2.2 ***Give appropriate support to your Child's early learning at home.***
- 3.2.3 ***Keep us informed of matters and events that affect your Child.***
- 3.2.4 ***Maintain a courteous and constructive relationship with our staff and management.***
- 3.2.5 ***Read the E-Mails, WhatsApps & Messages and keep abreast of ECD Centre matters.***
- 3.2.6 ***Attend meetings and otherwise keep in touch with us where your Child's interests require you to do so.***
- 3.3 ***Using her discretion and reasonable judgment the Principal may require you to remove your Child under the following circumstances:***
- 3.3.1 ***If, after an initial period, the Principal concludes that Tic Toc Nursery School is unable to remediate your Child with special needs adequately or at all and another establishment would be better suited for this purpose, a request will be put forward for this move to be undertaken.***
- 3.3.2 ***If your conduct is so unreasonable as to affect or likely affect the progress of your Child or another Children (or other Children) at the ECD Centre, or the well-being of the staff or to bring Tic Toc Nursery School into disrepute.***
- 3.3.3 ***She considers that your Child's attendance, progress or behaviour is unsatisfactory enough to warrant your Child's removal if it is in the best interests of the other Children or the wider ECD Centre community. In this case:***
- 3.3.3.1 ***You will be asked to remove your Child either immediately or a specified date may be agreed upon, with or without notice in any form, as is reasonable under the circumstances.***
- 3.4 ***Should the Principal exercise this right any prepaid fees will be refunded to you.***

4 General Obligations of Tic Toc Nursery School:

- 4.1 ***Tic Toc Nursery School undertakes to provide quality education and care for your Child as can be reasonably assumed, as well as paying close attention to the health and safety of your Child.***
- 4.2 ***The admission and enrolment of learners to Tic Toc Nursery School is at the discretion of the Principal who may refuse a learner's admission to the ECD Centre without giving the reasons. The Principal may also, at his/her sole discretion, cancel enrolment in accordance with the Rules in this Contract and in the Policies.***
- 4.3 While your Child remains enrolled at Tic Toc Nursery School, we undertake to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during our hours of operation and at other times when your Child is permitted to be on our premises or is participating in activities organized by the ECD Centre.
- 4.4 We shall monitor your Child's progress and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition. We will request that a formal assessment be arranged by you, at your expense.

4.5 If at any stage, in the reasonable opinion of the Principal, the ECD Centre's physical environment, facilities and resources limit its ability to provide adequate special needs care and education for your Child, the ECD Centre may not offer enrolment with the ECD Centre or may cancel this Contract.

5 Acceptance and Deposit

5.1 An offer of a place for a Child at Tic Toc Nursery School is accepted by you signing this Contract and paying the required deposit (1 month fees).

5.2 If, subsequent to entering into this Contract, your Child does not take up a place at the ECD Centre (save for by reason of death or long term hospitalization) you will not be refunded the deposit.

5.3 If your Child does take up a place with the ECD Centre, the deposit will form part of the general funds of the ECD Centre. The ECD Centre is entitled to treat the interest generated from the deposit as income. The deposit will be refunded to you, without interest, on your Child leaving. It will be paid at the ECD Centre's discretion by the end of the month following the month your Child leaves, or credited to your account, without interest, for the final payment of the fees or other sums lawfully due by you to the ECD Centre, on your Child leaving.

6 Hours of Operation:

6.1 Tic Toc Nursery School opens at 06.30 am and closes at 18.00 pm, Monday to Friday.

6.2 We will be open throughout the year, including official DBE school holidays with the following exceptions when we will be closed:

6.2.1 10 to 12 working days over the December / January period.

6.2.2 All public holidays and long weekends.

6.2.3 Should the public holiday fall on a Thursday the ECD Centre will be closed on Friday, or if the holiday is on a Tuesday we will be closed on the preceding Monday.

7 Fee Structure

7.1 This fee structure is fixed from January until December each year.

7.2 The ECD Centre's fee structure is as follows:

7.2.1 Structure A. – Full Day Care: Full Day care for children enrolled, at a monthly fee of R2500, payable January to December.

7.2.2 Structure B. – Half Day Care: Half Day care for children enrolled, at a monthly fee of R2050, payable January to December.

7.3 Late collection of the child: R10 per minute, per Child is from 18h01 onwards, until time of collection.

| Type of Care | Payment Frequency | 2022 Fee Structure |
|---------------------------|---------------------------------------------------------------------------|---------------------------|
| A. - Full Day Care | Monthly over 12 months (Jan – Dec 2022) | R 2 500,00 |
| | Bi-Annual (Jan – Jun 2022 & Jul – Dec 2022) | R14 250,00 |
| | 5% discount (payable 5 th Jan 2022 & 5 th Jul 2022) | |
| B. - Half Day Care | Annual (Jan – Dec 2022) | R27 750,00 |
| | 7.5% discount (payable 5 th Jan 2022) | |
| | Monthly over 12 months (Jan – Dec 2022) | R 2050,00 |
| | Bi-Annual (Jan – Jun 2022 & Jul – Dec 2022) | R11 685,00 |
| | 5% discount (payable 5 th Jan 2022 & 5 th Jul 2022) | |
| | Annual (Jan – Dec 2022) | R22 755,00 |
| | 7.5% discount (payable 5 th Jan 2022) | |

7.4 Upon the signing of this Contract 1 month's fees becomes due.

7.4.1 R2 500,00 (Full Day) or R2050,00 (Half Day) Fees (in lieu of the first month of enrolment monthly fee)

7.4.2 R900 Additional Fees, as shown below:

| | |
|----------------------------------------------|-----------------------------------|
| 7.4.2.1 Annual or pro-rata Toiletries | R450,00 |
| 7.4.2.2 Annual or pro-rate Stationery | R450,00 (excluding babies) |

7.5 Automatic Renewal and Cancellation of this Contract:

- 7.5.1 Provided that the Child remains eligible for enrolment at the ECD Centre, the Contract automatically renews for a second, third or fourth fixed term unless the Parent cancels the fixed term by giving notice in terms of section 14(1)(aa) or (bb) of the CPA.**
- 7.5.2 If the Parent cancels the Contract at any time with 20 business days' written notice as per section 14(1)(bb) of the CPA, the ECD Centre is entitled to levy a cancellation penalty equivalent to any outstanding fees for the remainder of that term in accordance with section 14(3)(b)(i) of the CPA.**
- 7.5.3 Once this Contract has been signed and a place allocated to a Child, if the place is not taken up within one week of expected date of entry, the ECD Centre is entitled to give the Parent 20 business days' notice of termination in terms of section 14(1)(c) of the Consumer Protection Act. If the Parent fails to take up the allocation within the notice period, the ECD Centre is entitled to retain the deposit and cancel the registration.**
- 7.6 While fees are due monthly in advance by the 5th of every month, we reserve the right to refuse admission if any part of the fee remains outstanding by due date.**
- 7.7 Absenteeism for any reason whatsoever does not entitle any Parent to any refund.**
- 7.8 A Parent with more than one Child at the ECD Centre is entitled to a 22% deduction from the monthly fee of the siblings from your family.**

8 Payment of Fees:

- 8.1 In consideration for the ECD Centre's undertaking to provide the services contained in this Contract and the ECD Centre's Policies, the Parent agrees to pay the fees and related costs as agreed, to the ECD Centre on or before due date, unless otherwise arranged by the Parties.**
- 8.2 You have absolute responsibility for the payment of any Fees applicable to your Child attending Tic Toc Nursery School. You also acknowledge that ECD Centre Fees are payable in advance and that facilities exist for monthly, bi-annually and annual payments. If you are unclear about any of your financial obligations, the ECD Centre will on request provide a written explanation.**
- 8.3 You and/or the Third Party accept the Additional Fees for goods and services. The ECD Centre will, as far as reasonably possible, give you notice prior to providing such Additional Fees. You and/or the Third Party expressly agree to the delivery or performance of the Additional Fees and accept liability for payment thereof, in accordance with clause 8.1. You and/or the Third Party acknowledge that the Additional Fees are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such Additional Fees.**
- 8.3.1 You and/or the Third Party accept that you/it will be liable for the payment of the Additional Fees. Such Additional Fees may include payment for stationery, books, tours, outings or any other Additional Goods/Services required by the ECD Centre to provide your Child adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to your account, which will be payable by the end of each month.**
- 8.4 You confirm that a certificate/invoice signed by the bursar, business manager or Principal showing the amount owing by you or the Third Party to the ECD Centre shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the ECD Centre's claim is thereafter disputed by you or the Third Party, you or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.**
- 8.5 In the event of the Third Party taking responsibility for the payment of the Fees and Additional Fees, you by your signature hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the Third Party for payment to the ECD Centre of any amounts which are owing and may at any time become owing to the ECD Centre by the Third Party.**
- 8.6 You also acknowledge that if any installment on account 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 by you. No indulgence or grant of time by the ECD Centre will constitute a waiver of its rights under this contract or otherwise.

8.7 You are entitled to elect (at enrolment and prior to the beginning of each year) whether to pay fees annually, bi-annually or monthly, the total costs of which will be set out in a fee schedule and communicated to you on enrolment and in advance of any increase in fees.

8.7.1 Debit orders and Internet Banking are the preferred methods of payment for fees.

Banking details are as follows:

Bank: Absa

Branch code: 632005

Account Number: 4055 701 544

Account Name: Tic Toc Nursery School

8.7.2 Please use your Child's name and surname / KDZ No as indicated on the monthly statement as the Beneficiary Reference.

8.8 You agree that fees paid in advance will be deposited by the ECD Centre and held in accordance with the Consumer Protection Act, but that the ECD Centre will be entitled to treat the interest generated from such funds as income.

8.9 The ECD Centre fees will be reviewed from time to time and may be increased by an amount that the ECD Centre 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.

8.9.1 You have a right to cancel this contract without penalty should the fees increase to an amount which you no longer wish to pay, provided that you give Tic Toc Nursery School written notice of that intention within 7 (seven) days of the ECD Centre's notification of an increase, failing which the cancellation provisions of clause 9.2 will apply, and you will be required to provide a full month's notice or pay a month's fees in lieu of notice.

8.10 Any Fee or other moneys owing by you to the ECD Centre 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 National Credit Act, 2005 ("NCA"), or at such lesser rate as the ECD Centre determines from time to time in its sole discretion. Interest not paid to the ECD Centre by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the ECD Centre will be entitled to recover from you 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 Termination and Notice Requirements:

9.1 Contracts related to A, B and C and D enrolment shall terminate in accordance with Section 14 of the CPA.

9.2 For the avoidance of doubt, this contract will terminate when your Child completes the Tic Toc Nursery School's curriculum and any exit examination we offer at the end of your Child's preprimary schooling, unless otherwise terminated on the terms of this contract. This contract therefore has an indefinite term.

9.3 You have the right to cancel this contract at any time, for any reason, provided that you give the ECD Centre 20 (twenty) business days' notice of your intention before the withdrawal of the Child.

9.3.1 Alternatively, a full month's fees are payable to Tic Toc Nursery School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy.

9.3.2 Such amount is due and payable on the 5th day of the month that would have been the final month if the appropriate notice had been given.

9.3.3 Should you have elected to pay annual fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the months remaining, less any amount payable in lieu of appropriate notice.

9.4 Taking the General Obligations of Tic Toc Nursery School into account, we have the right to cancel this contract at any time, for any reason, provided that we give you 20 (twenty) working days' notice, in writing, of our decision to terminate this contract. At the end of the term in question, you will be required to withdraw the Child.

9.5 This is without prejudice Tic Toc Nursery School's other remedies:

9.5.1 The ECD Centre may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from the ECD Centre requiring you to remedy the breach.

9.5.2 In addition, we may claim payment of all moneys then owing and damages equal to one month's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy.

9.5.3 For purposes of this contract, a material breach is considered to exist where you:

9.5.3.1 Fail to uphold the Policies and/or Rules of the ECD Centre.

9.5.3.2 Fail to pay any Fees when due.

9.5.3.3 Fail to fulfill all legal requirements necessary for your Child to attend ECD Centre in South Africa, if any of these legal requirements apply to your Child, for example, failure to obtain a valid study permit for your Child if he/she is a foreign citizen; or

9.5.3.4 Act in such a way that you or the Child become seriously and unreasonably uncooperative with the ECD Centre and in the opinion of the Principal, your or your Child's behaviour negatively affects your Child's or other children's progress at the ECD Centre, the well-being of ECD Centre staff, or brings Tic Toc Nursery School into disrepute.

9.6 If it becomes necessary for the ECD Centre to institute any legal proceedings to recover any fees owing to it by the Parent, the ECD Centre shall be entitled to recover from the Parent all legal costs incurred by it on the attorney and client scale.

10 Indemnity:

10.1 The parties recognize and acknowledge the impetuous and impulsive nature of Children. In view of this, all persons in charge of the Children at the ECD Centre have been instructed to take every precaution to the best of his/her ability to ensure the Children's safety. However, neither they nor any persons connected to Tic Toc Nursery School will accept any liability for any claims arising from any accident or injury to the Children due to criminal acts or acts of negligence by outsiders or incidents that fall outside the responsibilities and duties of the acting with due diligence and care and in the course and scope of their duties. Furthermore, the Parent agrees to waive and abandon any claims, which may, at any time, arise as aforesaid, both in the Parent's personal capacity, and in the Parent's capacity as a Parent or as guardian of the Children, and the Parent expressly indemnifies the supervisor or such authorized person against any claim which may arise or be instituted unless criminal negligence is proven against such supervisor in a court of law.

10.2 The Parent unreservedly accepts full responsibility as a Parent to ensure that their Child/children has/have been properly immunized against whooping cough, diphtheria, tetanus and polio and vaccinated against tuberculosis, measles, mumps, rubella and Hepatitis prior to enrolment proof of which must be furnished by the Parent upon request.

10.3 The Parent agrees that in an emergency requiring medical attention or hospitalization, the supervisor of the group, or, in her absence, any other responsible person connected with it, may give the required permission and sign the necessary consent for the Child to be subjected to surgery or other medical treatment, provided that this will be executed on the advice, and under the supervision, of a medical doctor. Furthermore, the Parent accepts responsibility for and agrees to bear all medical costs and expenses in relation to the Parent's Child under these circumstances.

10.4 Tic Toc Nursery School, it's members, officers, agents, servants and employees accept no liability whatsoever, and without prejudice to the generality of the aforesaid, for any damage (whether consequential or otherwise), or injury to any person being transported from

one place to another place by, or at the instance of the ECD Centre, or any of the persons aforesaid, whether within the normal hours that the ECD Centre is in charge of the Children.

10.5 The signatory/ies to this agreement, by his/her signature confirms that he/she accepts that the ECD Centre and the persons aforesaid accept no liability as aforesaid and indemnifies and holds Tic Toc Nursery School and the persons aforesaid absolved from any such liability.

11 Alternative Dispute Resolution:

- 11.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.
- 11.2 If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.
- 11.3 If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by the parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA.
- 11.4 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalization of this dispute resolution process.
- 11.5 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

12 General:

- 12.1 You choose the residential address set out in the Enrolment Form as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the ECD Centre to you.
- 12.2 You confirm that all the particulars that you may furnish or that you have furnished to the ECD Centre on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.
- 12.3 You undertake to advise the ECD Centre in writing of any changes to the details included in this contract.

13 COVID-19:

- 13.1 As per our COVID-19 Prevention and Control Policy which is underpinned by the National State of Disaster and the Disaster Management Act we are to process PI and SPI to prevent and mitigate the spread of COVID-19 while ensuring compliance with the POPIA.
- 13.2 Your child will, therefore, be screened for a raised temperature and to ascertain whether he/she are experiencing symptoms every morning.
- 13.3 If necessary, the child will be referred for medical examination and testing.
- 13.4 If a child has been diagnosed with COVID -19 Tic Toc Nursery School must and will:
- 13.4.1 Inform the Department of Health.
 - 13.4.2 Provide relevant information to the Department of Employment and Labour.
 - 13.4.3 Provide relevant documentation to the Compensation Commissioner in the event of Occupational Diseases claim.
- 13.5 Will give administrative support to any contact tracing measures implemented by the Department of Health.
- 13.5.1 Investigate the mode of exposure including any control failure.
- 13.6 We will sensibly determine the need to temporarily close the affected classroom or the entire facility; this will affect employees, children, parents/guardians and possibly suppliers.
- 13.7 The decision to close will in line with the:
- 13.7.1 The Department of Social Development's Standard Operating Procedures.

- 13.7.2 The Department of Health's guidelines.
- 13.7.3 As detailed in our Covid-19 Prevention and Control Policy.

14 Privacy - Protection of Personal Information Act (POPIA) and Promotion of Access to Information (PAIA):

- 14.1** *The Parent agrees to his/her own Personal Information such as phone numbers and email addresses be entered into the ECD Centre's registry for the purpose of the direct marketing of ECD Centre functions, fund raising events and donations and that such details be used by the ECD Centre for that purpose at a time that is convenient to the ECD Centre. It is further agreed that the ECD Centre shall NOT be entitled to make these details available to third parties without the Parent's express permission.*
- 14.2** *By entering into this contract, and unless you at any time instruct us expressly and in writing to the contrary, your consent is given for the ECD Centre to:*
 - 14.2.1** *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.*
 - 14.2.2** *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 authorized by Tic Toc Nursery School for ECD Centre-related purposes to the extent required for the purpose of managing relationships between the ourselves, parents/guardians, and current children as well as providing references and communicating with the body of former learners.*
 - 14.2.3** *Include photographs, with or without name, of your Child in the ECD Centre's publications, or in press releases to celebrate our or your Child's activities, achievements or successes.*
 - 14.2.4** *Supply information and a references 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, we 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.*
 - 14.2.5** *Inform any other school or educational institution to which you propose to send your Child of any outstanding fees.*
 - 14.2.6** *Tic Toc Nursery School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent to us, in writing, that we may do so. Should this be the case, we will only distribute or otherwise publish the information specified in your consent to the people specified, and for the purpose stated in your written consent.*
- 14.3** *The parent/guardian has a right to apply for access to his/her own information and the information of their child/children, in writing and following the correct process as outlined in Tic Toc Nursery School Privacy Policy.*
- 14.4** *The parent/guardian has a right to for the deletion, erasure and destruction of their own information and the information of their child/children, in writing and following the correct process as outlined in Tic Toc Nursery School Privacy Policy.*
- 14.5** *The processing of COVID-19 information is considered Special Personal Information and will be processed accordingly.*
- 14.6** *The type of Special Personal Information we process is below and the information is only shared with the relevant health authorities in order to mitigate a serious threat to the health of our Data Subjects.*
 - 14.6.1** *Temperature screening*
 - 14.6.2** *Symptoms*
 - 14.6.3** *Test results*
 - 14.6.4** *Co-morbidities*
 - 14.6.5** *Contact Tracing*
 - 14.6.6** *Third parties visiting our premises.*

- 15 Only minimal information will be retained.
- 16 Your COVID-19 related information will be de-identified, deleted or within six (6) months of the National State of Disaster being declared over.
- 17 Lists of personal contact details of class parents will not be shared unless prior permission has been received from every Data Subject on the lists.
- 18 In all instances, when an incident occurs (for example, biting, pushing, hitting, etc) the name of the victim will not be shared with the perpetrators parents/guardians, nor will the name of the perpetrator be shared with the parents/guardians of the victim, unless required to do so through legal proceedings.
- 19 Information may be disclosed when:
 - 19.1 We have a duty or a right to disclose it in terms of law or sector codes.
 - 19.2 Where we believe it is necessary to protect our rights.

20 Permissions, Authorizations and Declarations:

For the purpose of this clause “my” means my own Personal Information and the Personal Information and Special Personal Information of my child/children.

20.1 Protection of Personal Information Act and Promotion of Access to Information Act:

- 20.1.1 I/We hereby authorise Tic Toc Nursery School, their Bursar and authorised Management personnel to use, review and legally process any personal information provided to the organisation in the course of this Admissions Contract as well as any information that I have provided in support of the application.
- 20.1.2 I understand my right to privacy and acknowledge that Tic Toc Nursery School can demonstrate implemented procedures to protect my privacy in accordance with POPIA.
- 20.1.3 I hereby give my consent to the Company to collect process and distribute relevant personal information where the company is legally required to do so.

20.2 I hereby declare that I am giving permission for Tic Toc Nursery School to process my Personal Information and Special Personal Information as shown on the table below.

| Category: Consumers and Potential , i.e. Parents and Guardians of Children | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Information | Special Personal Information |
| <ul style="list-style-type: none"> • Billing information • Email address • Emergency contact (if parent not available) • Full Names • Home and postal address • Marital status. If divorced, the custody and visiting arrangements • Telephone numbers | <ul style="list-style-type: none"> • Credit score and references • ID number • Medical aid number and main member details • Occupation and place of employment • Parents view on disciplining their own child at home • Passport number if no SA ID • Payment arrangements • Race or ethnic origin |

| Category: Children | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Information | Special Personal Information |
| <ul style="list-style-type: none"> • Admission and Discharge Dates • Age • Allergies¹ • Attendance Register • COVID-19 Temperature Screening Register and other information • Full name • Date of Birth • Medications (currently being administered) • Partial care requirements, i.e. half or full day | <ul style="list-style-type: none"> • Adoption history (if any) • Birth history • Child’s medical history • Form 22 – Reporting Suspicions of Child Abuse • ID number • Immunisation Records • When the child’s met/is meeting his/her milestones |

¹ Allergies are listed as PI and not SPI because, for the purpose of possibly saving the child’s life, several people in the organisation need to know which child has an allergy and to what.

20.3 I acknowledge that I have been informed of my right as a Data Subject and that if Tic Toc Nursery School needs to process any information not listed in the table above, they will request my permission and give valid reasons for processing the additional information.

20.4 I understand that I have a right to reasonably request that my information not be processed by following the correct procedure, which has been explained to me.

21 Acceptance of Tic Toc Nursery School's Policies, Processes and Procedures:

21.1 I acknowledge that I have been informed that the policies and procedures implemented at Tic Toc Nursery School will be fully explained to be during my orientation.

22 Jurisdiction and Governing Law:

22.1 The contract between you and the ECD Centre is governed by South African law. You agree that the ECD Centre, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the ECD Centre in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 10.

23 Variations:

23.1 We reserve 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 education at the ECD Centre. The ECD Centre will give you at least a term's notice of any such modifications.

24 Partial Invalidity:

24.1 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.

25 Understanding and Acceptance of the Terms and Conditions in this Contract:

25.1 The undersigned declares that he/she, in his/her capacity as parent/guardian of, has properly taken cognizance of the content of this contract of employment, concluded by and between him/herself and the employer, in that the content thereof has been properly interpreted to him/her and that he/she signed this agreement after having satisfied him/herself with the nature and content thereof and declared his/her willingness to bind him/herself to the employer accordingly.

26 Disclaimers

26.1 ***You acknowledge that Tic Toc Nursery School does not take any responsibility for any of the following:***

26.1.1 *Theft, loss, damage or destruction to any property of whatever nature (including personal possessions) brought on to the ECD Centre premises by yourself or your Child, unless it can be proved that:*

26.1.1.1 The ECD Centre or its staff treated the property as their own, and/or

26.1.1.2 The ECD Centre or its staff did not exercise care, diligence and skill that can reasonably be expected of a person working with young Children and, by necessity, be responsible for assisting the Children to safeguard and look their belongings.

26.2 Unless you expressly notify us in writing to the contrary, you consent to your Child participating in curriculum related activities and extra-murals, under proper supervision, both in and outside the ECD Centre. Outings may include some travelling. Subject to Tic Toc Nursery School taking reasonable care to avoid harm and save for any gross negligence on the part of the ECD Centre, its employees or agents, Tic Toc Nursery School is not responsible for loss or damage resulting from activities or programmes and you indemnify the ECD Centre against any claims in that regard.

Tic Toc Nursery School
Admissions Agreement

It is a condition of attendance at Tic Toc Nursery School that you sign in the space provided. The Principal at her discretion may consider this declaration and Contract to be null and void if this document is altered in any way.

Declaration:

I/we, the undersigned:

1. Do hereby declare that I/we have read and understood this Contract, including the Policies of the ECD Centre.
2. Hereby agree to accept and abide by the terms and conditions governing Tic Toc Nursery School, with which we declare ourselves fully acquainted.
3. Do hereby declare that all the information provided in this Contract and the Enrolment Form is true and correct.

This done and signed at _____ on the ____ Day of _____ (Month) 20____ .

Mother/Guardian

Father/Guardian

Principal

Witness 1

Witness 2