



Admissions Agreement Fixed Term for an Indefinite Period - (2026)

Entered between:

Smarties Early Learning Centre

And

Mother/Guardian Name: _____ **ID Number:** _____
Father/Guardian Name: _____ **ID Number:** _____

1. Definitions

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

- 1.1. **"Additional Fees"** refers to the prices of the Additional Goods/Services and additional costs and levies required from time to time, and they are notified to you in advance. Additional Fees are used to adequately provide for your child's education, care, and related activities and services, 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 Smarties ELC.
- 1.3. **"Business day"** is 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 completed and signed by the Parents/guardians and in any other subsequent documents.
- 1.5. **"Consumer Protection Act" or "CPA,"** refers to 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 the close of business on the third business day of each month.
- 1.8. **"ECD Centre" means Smarties Early Learning Centre.**
- 1.9. **"Registration Fee"** means the non-refundable fee paid by the Parent to cover all the administrative costs involved in registering a Child at the ECD centre.
- 1.10. **"Fee"** means any amounts owing to Smarties Early Learning Centre for a Child's enrolment, education, and related activities at the ECD centre. Such Fees shall be communicated to you in advance and may include, but are not limited to, the –
 - 1.10.1. Registration Fee
 - 1.10.2. ECD Center Fees
 - 1.10.3. Additional Fees
- 1.11. **"Late Collection Fee"** means the charge levied for collecting a Child after the closing hours, as stipulated in this Contract.
- 1.12. **"Magistrate's Court Act"** means the Magistrates' Courts Act No 32 of 1944.
- 1.13. **"Notice period"** means 20 business days.
- 1.14. **"Parent"** means the legal guardian of the Children.
- 1.15. **"Enrolment 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 Center.
- 1.16. **"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 on the Application form.
- 1.17. **"Parties"** means the Parent/s and the ECD centre.
- 1.18. **"Policies"** means the rules and principles adopted by Smarties, as published by the ECD Centre from time to time, which regulate the day-to-day running of the ECD Center. These Policies may include (but need not be limited to) the ECD Centre rules, Schedule of Fees, Debtors' Policy, Terms and Conditions of the ECD Centre, as well as the Code of Conduct and the ECD Center's Disciplinary and Grievance Procedures for Parents and are available on request free of charge, or on our website.

- 1.19. **"Principal"** means the person appointed to oversee the complete functionality of the ECD Center and be responsible for the day-to-day management of Smarties, including the people to whom she has delegated responsibilities.
- 1.20. **"We", "Us", and "Our"** means Smarties Early Learning Centre
- 1.21. **"ECD Center Fees"** means the money payable by the parent/s monthly, termly, or annually to the ECD centre for their Children's education, excluding any Registration Fee or Additional Fees.
- 1.22. **"ECD centre Rules"** means the rules of Smarties. An electronic or paper copy 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 to assist the proper administration of the ECD centre.
- 1.23. **"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.
- 1.24. **"Third Party"** means the person or entity, other than the Parent/Guardian, they nominate to pay 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 the Enrolment 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 the Enrolment 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 for the Children to be successfully enrolled and retained at Smarties Early Learning Center.
- 2.2 ***By signing, initialling, or otherwise entering this Contract, you agree to the terms and conditions contained in this document and any terms and conditions. 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 a similar text style to this notice and which:***
- 2.3.1 ***May limit the risk or liability of Smarties 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 a 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. Smarties ELC undertakes to make copies of all policies available on request and free of charge.
- 2.6 ***You undertake to comply with all the rules and regulations of the ECD centre and acknowledge that it is your responsibility to familiarise yourself 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, before admission and enrolment, of any special educational needs of your Child known to you of any kind.
- 3.2 ***To fulfil our obligations, we need your co-operation. Without parents fulfilling their obligations, we cannot 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 optimistic about coming to Smarties.***
 - 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 Newsletters and keep abreast of ECD centre matters.***
 - 3.2.6 ***Stay connected 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 Smarties ELC cannot adequately or at all remediate your child with special needs and that another establishment would be better suited for this purpose, a request will be made 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 child (or other Children) at the ECD centre, or the well-being of the staff or to bring Smarties ELC 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 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 Smarties Early Learning Centre:

- 4.1 *Smarties ELC 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 principal has the discretion to admit and enrol learners at Smarties. The principal may refuse a learner's admission to the ECD centre without giving reasons. The principal may also, at her sole discretion, cancel enrolment in accordance with the Rules in this Contract and the Policies.*
- 4.3 *While your Child remains enrolled at Smarties ELC, we undertake to exercise reasonable skill and care regarding his/her education and welfare. This obligation will apply during our hours of operation and when your child is permitted to be on our premises or is participating in activities organised by the ECD centre.*
- 4.4 *We shall monitor your Child's progress and produce written reports at the end of each term. We will advise you if we have any concerns about your Child's progress, but we do not undertake to diagnose any learning disability or other condition. We will request that you arrange a formal assessment at your own 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 Registration

5.1 *A place for a Child at Smarties is accepted by you signing this Contract and paying the non-refundable registration fee.*

6 Hours of Operation:

- 6.1 *Smarties Early Learning Centre opens at 06h30 and closes at 18h00, Monday to Friday.*
- 6.2 *We will be open throughout the year, including official school holidays, with the following exceptions when we will be closed:*
- 6.2.1 *15 to 17 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 MAY be closed on Friday, or if the holiday is on a Tuesday, we MAY be closed on the preceding Monday.*

7 Fee Structure

7.1 *This fee structure is fixed from January until December 2025.*

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

- 7.2.1 *Structure A. – Full-day care for children enrolled from January to December, at a monthly fee of R3005.00, payable from January to December.*
- 7.2.2 *Structure B. – Full-day care for children enrolled on the 10-month payment option, at a monthly fee of R3440.00, payable from January to October OR February to November.*
- 7.2.3 *Structure C.- Full-day care for children enrolled on a termly basis at a fee of R11 570.00 per term, payable at the beginning of each new term, i.e. January, May and September.*
- 7.2.4 *Structure D. – Full-day care for children enrolled for the year at a fee of R32 960.00, payable before the 30th of January 2025*
- 7.2.5 *Structure E. – Half-day care for children enrolled from January to December, at a monthly fee of R2600.00, payable from January to December.*
- 7.2.6 *Structure F. – Half-day care for children enrolled on the 10-month payment option, at a monthly fee of R 2885.00, payable from January to October OR February to November.*

- 7.2.7 **Structure G. – Half-day care for children enrolled on a termly basis at a fee of R9 645.00 per term, payable at the beginning of each new term, i.e. January, May and September.**
- 7.2.8 **Structure H. - Half-day care for children enrolled for the year at a fee of R27 560.00, payable before the 30th of January 2025**
- 7.2.9 **Structure I. - Casual care for non-enrolled children, charged at the end of every day/week/month for full-day visits at a daily fee of R150.00**
- 7.2.10 **Structure J. – Casual care for non-enrolled children, charged at the end of every day/week/month for a morning visit at a morning fee of R120.00**

7.3 Late collection of the child: R25.00 per 5 minutes, per Child, from 18h05 onwards until the time of collection.

Type of Care	Payment Frequency		2026 Fee
Full Day Care A, B, C, D	A	Monthly over 12 months (Jan to Dec)	R3180.00
	B	Monthly over 10 months (Jan to Oct)	R3650.00
	C	Termly 3 terms (January, May, September)	R12,265.00
	D	Annual (payable before 30 January 2025)	R34,940.00
Half Day Care E, F, G, H	E	Monthly over 12 months (Jan to Dec)	R2760.00
	F	Monthly over 10 months (Jan to Oct)	R3060.00
	G	Termly 3 terms (January, May, September)	R10 225.00
	H	Annual (payable before 30 January 2025)	R29,220.00
Casual Rates I, J	I	Full Day – per day	R160.00
	J	Half Day – per morning	R130.00

7.4 Upon signing this Contract, an amount of (R1000.00) becomes due. The amount is made up as follows:

7.4.1 R1000.00 Registration/Enrolment Fee

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 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.

7.6 While fees are due monthly in advance by the 1st of every month, we reserve the right to refuse admission if any part of the fee remains outstanding by the due date.

7.7 Absenteeism for any reason 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 10% deduction from the monthly fee of the siblings from your family.

8 Payment of Fees:

8.1 Considering 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 the due date, unless otherwise arranged by the Parties.

8.2 You are responsible for paying any Fees applicable to your Child attending Smarties ELC. You also acknowledge that Smartie ELC Fees are payable in advance and that facilities exist for monthly, termly, and annual payments. If you are unclear about any of your financial obligations, the ECD centre will, on request, explain.

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 before 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 will be liable for paying Additional Fees. Additional Fees include payment for additional goods/services, such as extra mural activities in which

you have enrolled your child. Fees for extra mural activities must be paid directly to the coach/organisation rather than the school.

8.3.2 *Unless by specific arrangement, the ECD centre will not accept any up-front cash payments for the payment of the Additional Fees.*

8.4 *You confirm that an invoice showing the amount you or the Third Party owe to the ECD centre shall be rebuttable proof that the said amount is due, owing, and payable. Where you or the Third Party thereafter disputes the quantum of the ECD Centre's claim, 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 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 before the beginning of each year) whether to pay fees annually, termly, 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 *Card payments and Internet Banking are the preferred payment methods for fees. Banking details are as follows:*

Bank: NEDBANK

Branch code: 187646

Account Number: 1876023775

Account Name: N. STRYDOM T/A SMARTIES

8.7.2 *Please use your Child's name and surname 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 are reviewed annually and will be increased by an amount the centre considers reasonable. We will endeavour to give you at least two calendar months' notice of any fee increase 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 Smarties ELC 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 money 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 on 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 your 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 *Contract enrolment shall terminate in accordance with Section 14 of the CPA.*

9.2 *To avoid doubt, this contract will terminate when your Child completes the Smarties ELC 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, if you give the ECD centre 21 (twenty-one) days' notice of your intention before withdrawing the Child.*

9.3.1 *Alternatively, an entire month's fee (including additional fees pro-rated for the term) is payable to Smarties ELC in lieu of notice and as a reasonable cancellation fee considering 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 first day of the term, which would have been the final term 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 term remaining, less any amount payable in lieu of appropriate notice.*
- 9.4 *Taking the General Obligations of Smarties ELC into account, we have the right to cancel this contract at any time, for any reason, provided that we give you 21 (twenty-one) working days' notice in writing of our decision to terminate this contract. You will be required to withdraw the Child at the end of the term in question.*
- 9.5 *This is without prejudice Smarties ELC's other remedies:*
- 9.5.1 *The ECD centre may cancel this contract immediately and has no obligation to return any 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 money then owing and damages equal to one term's fees (as calculated at the time of cancellation), considering 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 ECD centre's Policies and/or Rules.*
- 9.5.3.2 *Fail to pay any Fees when due.*
- 9.5.3.3 *Fail to fulfil all legal requirements necessary for your child to attend the 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 Smarties ELC into disrepute.*
- 9.6 *If it becomes necessary for the ECD centre to institute legal proceedings to recover any fees owed 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-client scale.*

10 Indemnity:

- 10.1 *The parties recognise 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 Smarties ELC 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. The Parent expressly indemnifies the supervisor or such authorised 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 adequately immunised 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 hospitalisation, 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 Child under these circumstances.*
- 10.4 *Smarties ELC, its 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 Center, or any of the persons aforesaid, whether within the regular 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 Smarties ELC and the persons previously mentioned accept no liability as aforesaid and indemnifies and holds Smarties ELC and the persons aforesaid absolved from any such liability.*

11 *Alternative Dispute Resolution:*

- 11.1 Any dispute arising out of this Contract must be resolved under this clause. To the other parties, any party concerned must first look for an amicable resolution by written notice (which includes the party's designated representative). Each party will, within five (5) 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, 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, within ten days of the 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 to the Arbitration Foundation of South Africa.
- 11.4 This clause will not preclude any party from accessing an appropriate court of law for interim relief in urgent matters through an interdict or mandamus pending the finalisation 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 is cancelled for any reason.

12 *General:*

- 12.1 You choose the residential address set out in the Enrolment Form as your legal domicile selected for serving 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 you have furnished to the ECD centre on this contract or updates from time to time are or will be, to the best of your knowledge and belief, complete, 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 *Privacy - Protection of Personal Information Act (POPIA) and Promotion of Access to Information (PAIA):*

- 13.1 Lists of personal contact details of class parents will not be shared unless prior permission has been received from every Data Subject who appears on the list.
- 13.2 **Accidents and Incidents:** In all instances, when an incident occurs (for example, biting, pushing, hitting, etc) the name of the victim will not be shared with the perpetrator's parents/guardians, nor will the name of the perpetrator be shared with the parents/guardians of the victim, unless
- 13.2.1 We have a duty or a right to disclose it in terms of law or sector codes.
- 13.2.2 Where we believe it is necessary to protect our rights.

14 *POPIA Permissions, Authorisations 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.

- 14.1 I authorise Smarties ELC to use, review and legally process any personal information provided to the company during my application to enrol my/our child/children, as well as any information that I have provided in support of my application for enrolment.
- 14.2 I understand my right to privacy and acknowledge that Smarties ELC can demonstrate that it has implemented procedures to protect my family's privacy in accordance with POPIA.
- 14.3 I hereby acknowledge that I understand that third-party providers, such as extra-mural providers, may have access to my personal information. I hereby consent to Smarties ELC sharing my personal information on a strictly need-to-know basis.
- 14.4 I know that if Smarties ELC needs to process any information not listed in the data subject letter, they will request my permission and give valid reasons for processing the additional information.
- 14.5 I understand that I have a right to reasonably request that my information, or parts of my PI, not be processed.
- 14.6 I understand the process of requesting access to my Personal and Special Personal Information.

15 Acceptance of Smarties ECL's Policies, Processes and Procedures:

15.1 I acknowledge that I have been informed that the policies and procedures implemented at Smarties will be fully explained during my orientation.

16 Jurisdiction and Governing Law:

16.1 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.

17 Variations:

17.1 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 to assist with the delivery of a quality early learning experience for the children and the delivery of the curriculum, the ECD centre will give you at least a term's notice of any such modifications.

18 Partial Invalidity:

18.1 Each term and condition contained in this agreement is separate from the other terms and conditions. If anyone is deemed illegal and unenforceable, it will be disregarded and of no force and effect, but the agreement will remain valid.

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

19.1 The undersigned declares that he/she, in his/her capacity as parent/guardian of _____, has properly taken cognisance of the content of this contract of employment, concluded by and between him/herself and the employer, in that the content thereof has been appropriately 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.

20 Disclaimers

20.1 ***You acknowledge that Smarties ELC does not take any responsibility for any of the following:***

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

20.1.1.1 The ECD centre or its staff treated the property as their own and/or

20.1.1.2 The ECD centre or its staff did not exercise the 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 in safeguarding and looking after their belongings.

20.2 Unless you expressly notify us in writing, you consent to your Child participating in curriculum-related activities under proper supervision, both in and outside the ECD centre.

20.3 Subject to Smarties ELC taking reasonable precautions to avoid harm and save for any gross negligence on the part of the ECD centre, its employees or agents, Smarties is not responsible for loss or damage resulting from activities or programmes, and you indemnify the ECD centre against any claims in that regard.

You sign in the space provided as a condition of attendance at Smarties. At her discretion, the principal may consider this declaration and Contract 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. I/we agree to accept and abide by the terms and conditions governing Smarties ELC 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



Addendum 1 - Children's Dress Code Policy

Date Policy Written: 17/07/2024
Date of current revision: 17/07/2024
Date of next revision: 01/07/2025
Person responsible: Natliegh Strydom

Policy Statement

Smarties Early Learning Centre is committed to ensuring the safety, comfort and inclusion of all our children.

Following these guidelines, helps us to ensure an enjoyable and productive early learning experience for our children.

Aims and Intent

1. Our children's dress code intends to uphold the values and standards of our early learning centre while creating a welcoming and safe environment for both children and community members.
2. By adhering to these guidelines, we aim to cultivate an environment conducive to effective, play-based early learning, nurturing relationships, and building a solid connection between our staff, children, parents, and the wider community. The dress code policy ensures that we maintain our identity as a quality early learning centre while adapting to diverse situations and cultures and fostering a sense of professionalism and unity.

Policy Implementation

1. Administrative systems, policies and procedures are implemented to ensure the efficiency and safety of Smarties Early Learning Centre and our activities.
2. Policies are reviewed annually and updated when the need arises.
3. Every policy has a designated staff member who is responsible for the implementation of that policy.
4. This Children's Dress Code Policy is an addendum to the Admissions Agreement and forms part of our admissions process.

Children's Dress Code Do's and Don'ts

Clothing Item	Do's:	Don'ts
General	<ol style="list-style-type: none">1. Send children in easily laundered clothes suitable for messy play in our play-based environment.2. Choose clothing that children can easily manage for bathroom use and changing for extra-mural activities.3. Provide a change of clothing in case of accidents (top, bottoms, underwear, socks, jersey).4. Dress children in weather-appropriate clothing.5. Dress children in appropriate, comfortable, and non-revealing clothes.	<ol style="list-style-type: none">1. No suspenders, belts, onesies, etc.).2. No tight, revealing, oversized, or inappropriate clothes.3. Do not send the child dressed in their best clothing.

	6. Layer clothing during winter so that it can be removed and put on again depending on weather conditions. 7. Label all the children's clothing and ALL other belongings.	
Footwear	1. All students MUST wear comfortable, well-fitting, age-appropriate shoes to school. 2. Suitable footwear that can be worn outside Closed-toed shoes, such as tennis shoes, are best for playing. 3. Select footwear with simple Velcro fastenings as the children are encouraged to assist with putting on/taking off their own shoes and socks by the age of two (2) years.	Children are discouraged from attending the centre in any of the following footwear: 1. Open-toed sandals, flip flops, dress shoes, crocs and gumboots are a climbing, tripping, running, and playing hazard. 2. Bare feet. 3. High/stiletto heels. 4. Dress up 'princess' shoes. 5. Shoes with beads and other decorative items. 6. Heavy, hard soles with hard toe caps. 7. Any shoes with decorative spikes.
Bottoms	Choose from a range of comfortable options such as slacks, skirts, skorts, jeans, leggings, gym shorts and leggings, and fabric shorts.	
Hair	1. Tie back long hair and braids. 2. If the child has a fringe (bangs), keep it short enough not to worry the child during activities and so that for the child to see clearly when climbing apparatus, walking, running, jumping, and skipping.	Beads in braids are not allowed as they can fall off and become choking hazards or, during movement, the braids may swing and the beads hit another child. Beads may also tangled or caught in playground equipment and be ripped from the scalp.
Health	1. Apply sunblock before sending the child to the centre. 2. All children MUST have a sun hat.	
Jewellery	1. Avoid sending valuable or delicate jewellery or rings to school. Smarties and its staff will not be held responsible for lost / damaged jewellery. 2. Jewellery is limited to one pair of studs or small sleeper earrings only. These will be removed if staff feel there is a risk to your child or others during specific activities.	1. No dangling or low hanging earrings. 2. No necklaces or chains around the neck which pose a choking/ strangulation hazard. 3. No rings on a child's fingers or bracelets on their ankles or wrists.
Cultural adornments	Cultural adornments, such as a red string bracelet, may be worn to the center.	

If clothing items or accessories become a distraction or a safety concern, the principal/management committee will have the discretion to:

1. Request the parents to change the child's mode of dress.
2. Should the problem persist, these and other inappropriate dress issues will be addressed with the child's parents.

Management Sign-off and Parental Acceptance

Management Sign-off

This policy was adopted and signed on 17 July 2024 at Smarties Hartbeespoort and is in full force and effect at Smarties ELC. Where necessary, all the parents have been informed of this policy. All our employees understand its contents well and will assist with enforcing the rules.

Name and signature: Proprietor

Name and Signature: Principal

Parental Sign-off

As parents of _____, we acknowledge the Children's Dress Code Policy and recognise its safety importance. We commit to complying with this policy during our child's attendance at Smarties Early Learning Centre.

Signed at (place) on (day) (month) (year).

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Mother/Guardian Name

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Mother/Guardian Signature

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Father/Guardian Name

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Father/Guardian Signature