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**LITTLE MINIONS ACADEMY (PTY) LTD**  
65 Walker Avenue, Discovery  
PO Box 7071, Ansofrere, 1711  
Tel (+27) 11 674 0073, Cell (+27) 76 067 4953  
E-mail: littleminionssa@gmail.com

## TERMS AND CONDITIONS

### 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 7 hereof.

### 2. School Hours

- 2.1 The school hours are strictly from 06h00 to 18h00, Monday to Friday, excluding Public Holidays, when the school shall be closed.
- 2.2 Should the Applicant's child/children be collected after 18h00, a late collection fee of R50.00 (fifty rand) for every thirty minutes, or part thereof after 18h00 will be charged to his/her account. This amount may be amended from time to time at the sole discretion of Little Minions Academy.
- 2.3 No unauthorised person or children under the age of 18 will be allowed to collect the Applicant's child or children from Little Minions Academy. Little Minions Academy 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.
- 2.4 The school shall be closed for the December Holidays from approximately 23 December until approximately 3 January. The specific details in this regard will annually be communicated to Applicants by no later than end October. The full school fees shall be payable, despite the closure of the school during this period. The exact dates will be communicated in writing to the Applicant.

### 3. School property

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

### 4. Emergency Medical Treatment, Illness, Injury and Medication

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

### 5. Costs

All legal and collection costs, including attorney and own client costs, tracing fees, charges and disbursements incurred by Little Minions Academy 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.

### 6. Certificate of indebtedness

The indebtedness of the Applicant to Little Minions Academy in terms of this contract shall be determined and conclusively proved for all purposes by a certificate signed on behalf of Little Minions Academy.

Applicant initial \_\_\_\_\_

## 7. Terms of Payment

- 7.1 The monthly fees shall be determined by Little Minions Academy from time to time. Parents shall be advised, in writing, of changes to any fees payable to Little Minions Academy 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 of Little Minions Academy shall increase annually at the end of February. Such increases shall be implemented and will be effective from 01 March annually.
- 7.2 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 7<sup>th</sup> day of the month during which the service is rendered. Little Minions Academy 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.
- 7.3 Every payment by the Applicant arising out of or in connection herewith shall be made at the address of Little Minions Academy, free of any deductions and without set-off on the due date and without demand.
- 7.4 The Applicant shall be liable to pay collection commission, all attorney/client fees and tracing fees (if applicable) in the event that Little Minions Academy has to institute legal action to recover any amount outstanding to it by the Applicant as is set out further in clause 5.
- 7.5 Fees may be paid either by means of a cash payment at the premises of Little Minions Academy (please ensure that you receive an official Little Minions Academy 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  | : | Little Minions Academy (PTY) LTD |
| Bank            | : | ABSA                             |
| Branch and code | : | Horizon 632005                   |
| Account Number  | : | 4090356166                       |
- Please ensure when making the payment that you use the child's name and surname as the reference of the payment. Proof of payments must be submitted at the school.
- 7.6 Little Minions Academy reserves the right to withhold any academic and/or other information concerning the Applicant's child or children's progress if any fees are outstanding or not paid in full.
- 7.7 An amount of Four Hundred Rand, R400.00, 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.
- 7.8 There is an additional Stationery and Book fee for all children two years and older. It is a once off payment and covers all of the stationery and books used by the children. This cost shall be determined at the end of September each year.

## 8. Transport Facility

Little Minions Academy has a transport facility available to all parents and children to collect and/or drop off children from or at home, collect and drop off children at their primary school and for outings that are away from the premises of Little Minions Academy. Little Minions Academy reserves the right to limit the area of operation of the service. The fees applicable for this service shall be determined by Little Minions Academy from time to time. Little Minions Academy reserves the right to levy an additional amount on users of this transport facility when high fuel prices necessitate such levy.

## 9. Notice

Should the Applicant wish to remove his/her child/children from Little Minions Academy, then the Applicant shall be obliged to give Little Minions Academy 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 July shall only have effect from 01 August and the agreement shall terminate one calendar month later, on 01 September). **Despite the provisions of this clause, the Applicant may not give notice for the months of November and December. The fees for December are fully payable. 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.** Little Minions Academy 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 Little Minions Academy. Such shorter notice by Little Minions Academy to the Applicant may be verbal or in writing. Should Little Minions Academy in its opinion believe that the Applicant's child is not suited to be a student at the school for any reason whatsoever, it may in its sole discretion terminate this agreement by providing the Applicant with 5 days written notice of its intention to terminate.

## 10. Indemnity

Although every precaution necessary will be taken to prevent accidents, neither Little Minions Academy 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 Little Minions Academy, be it as a result of gross negligence or otherwise. Little Minions Academy shall further be indemnified and held harmless by the Applicant against any claim of whatsoever nature and howsoever arising whether in contract or delict, which may be brought against Little Minions Academy, its directors, employees, agents, guests, facilitators by any other third party. If and when the Applicant's child or children are being transported by Little Minions Academy, 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. Little Minions Academy (including all its employees and or any person acting on behalf of Little Minions Academy) shall not be liable in respect of any injury sustained or damage suffered by the Applicant's child or children.

## 11. Breach

- 11.1 The Applicant shall be in breach of this agreement if the Applicant fails to make payment of any amount due and payable to Little Minions Academy on its due date or the Applicant being placed under administration or is sequestered or by virtue of the attachment of the assets of the Applicant in any judicial process.
- 11.2 In the event of the breach of this agreement by the Applicant as is set out in clauses 9 and 11.1 above, Little Minions Academy may elect to cancel this agreement with or without notice in the sole discretion of Little Minions Academy.

Applicant initial \_\_\_\_\_

**12. Notice and Domicilia**

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

Little Minions Academy : 65 Walker Avenue, Discovery, Roodepoort, 1709

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

12.2 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.

12.3 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

**13. Duration and Termination**

This contract shall operate for an indefinite period and is subject to the notice periods as set out in clause 9 above.

**14. Jurisdiction**

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

**15. General**

15.1 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.

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

15.3 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.

15.4 Little Minions Academy shall be entitled, without notice to the Applicant, to cede, transfer or assign its rights under this agreement to any third party.

15.5 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 Terms and Conditions aforesaid and that I am bound thereto.

\_\_\_\_\_  
Signature of the Applicant  
(Person responsible for account)

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

\_\_\_\_\_  
Date