

AGREEMENT CONTRACT

entered between

DUENDÉ ACADEMY, with main place of business at,

5 Voortrekker Road, Mindalore, Roodepoort, telephone numbers:
0822107645 and 0784229624

AND

PARENTS/GUARDIANS

namely

(Parent's/Guardian's Name, Surname and ID numbers)

RESIDENTIAL ADDRESS:

TELEPHONE NUMBER:

DECLARE:

DUENDÉ ACADEMY TAKES

_____ Date of birth: _____

_____ Date of birth: _____

_____ Date of birth: _____

From _____ (Date) INTO THEIR CENTRE, SUBJECT TO
THE FOLLOWING CONDITIONS:

1. The centre undertakes to:
 - 1.1. Admit the learner if he/she complies with the admittance requirements set by the centre;
 - 1.2. To set the needs of the learner first according to a holistic educational standard;
 - 1.3. Prepare the learner for he's/she's educational career with guidance from qualified and experienced personnel;
 - 1.4. Provide services on weekdays which are Mondays to Thursdays from 08:00 to 14:00 and Fridays from 08:00 to 13:00, excluding public holidays and centre holidays, as indicated on the year plan. Aftercare services on weekdays that are Mondays to Fridays from 13:00/14:00 to 18:00, excluding public- and centre holidays.
2. The centre has the right to:
 - 2.1. Any systems which the centre has approved for the safety of learners and personnel and to apply certain regulations regarding those systems;
 - 2.2. Provide specialised advice about any serious behavioural and developmental problems of learners if the management feels it's needed. Parents/Guardians will be notified.
 - 2.3. Take a learner to the doctor or hospital or call in for help in the case of a medical emergency, if the parents cannot be reached in a reasonable time period;
 - 2.4. Send a permission slip to the parents/guardians if any emotional evaluation is required on a learner;
 - 2.5. Deny access of a sick learner, who according to the management shows a threat to either himself/herself or to other learners;
 - 2.6. Shall not release the learner into the custody of any other person unless the parent/guardian has given proper written notice in advance, accompanied by the person's Identity document which will be requested for presentation when the 3rd party fetches the learner;
 - 2.7. If a dispute between parents, divorced parents and/or any authorised party, regarding the abovementioned aspects arises, the learner shall only be returned into the care of the person that left the learner at Duendé Academy or as per Court Order. At all times Duendé Academy will not interfere with the *status quo ante*;
 - 2.8. Provide a month's written notification to the parents/guardians in case of a problematic issue that the learner must leave the centre premises, unless the

management decides that shorter notification is needed in specific circumstances;

- 2.9. Cancel the admission of a learner if more than 50% of one month's centre fees are outstanding on the last calendar day of a month and parents/guardians will be held responsible for all debt collection and legal fees;
- 2.10. Hold parents/guardians responsible for any outstanding fees or payments to the centre as indicated in the Agreement and take any steps necessary for the collection of those fees or payments and has the right to blacklist the responsible person at the relevant Credit Bureau;
3. The centre does not take responsibility for:
 - 3.1. Any medical costs of a learner, even in the case of paragraph 2.4;
 - 3.2. Distribution of child illnesses, infections or lice;
 - 3.3. Any institution and/or aftercare, which the learner might attend and that institution and/or aftercare will be responsible for the learner as soon as they leave the centre premises;
 - 3.4. The consequences of the action/s of a third party (Refer to paragraph 2.6) while the learner is in the centre's care;
 - 3.5. For any incidents that occur when the learner is dropped off or picked up outside the centre gate;
 - 3.6. The transport of learners, except in the case of paragraph 2.4;
 - 3.7. Loss or damaging of personal belongings and/or clothing.
4. The parents/guardians are jointly and solely responsible for:
 - 4.1. Payment that occurs over a period of 12 months, which will be evident before or on the 3rd of every month¹ (*Refer to the Fee Structure*);

The yearly remuneration is subject to change, with effect from the 1st of January of each consecutive year of teaching in respect of the learner. Fees are payable in advance (10% discount for fully year's payment), in accordance with the fee structure as set out in *The Parents Info Guide*;
 - 4.2. The fee for the first consecutive month of the next year of teaching (i.e. January of the next year of teaching) as well as the full non-refundable

¹ January until December.

Registration fee² to the centre, will be payable on or before the 1st of December of the current year;

- 4.3. The full payment of centre fees when the learner is absent, whether on holiday or illness or both;
- 4.4. For the full payment of a penalty fee (R250.00 per month) if any payments are late, thus any payments that are made after the 3rd of every month (Cash or Internet payment). That penalty fee will be added on the same month's account of the late payment;
- 4.5. The full payment of a penalty fee of R300.00 if a cheque payment bounces at the bank;
- 4.6. A written notification of 30 days and the full payment of centre fees for the notice month if the learner decides to leave the centre on any date during the months January until November. It is agreed between the parties that letters, faxes and e-mails will be accepted as sufficient notice in this regard;
- 4.7. Notifying the centre of any health, psychological or behavioural problems that the child might have or develop, or of any circumstances or events that might influence his/her behaviour patterns or wellbeing;
- 4.8. Notifying the centre if you child contracts a children's disease or any contagious sickness including HEADLICE and/or any contagious alimentary canal disorder, (i.e. Diarrhoea, Rotavirus and Gastro Enterities), eye infection (Pink Eyes), Hand-Foot-Mouth diseases and H1N1 (Swine Flu) the parent shall not bring the learner to DUENDÉ ACADEMY and undertake to comply with the applicable health regulations. **A child's recovery from the abovementioned illness or disorder must be confirmed by a certificate issued by a medical practitioner before the child is once again placed in the care of DUENDÉ ACADEMY.**
- 4.9. Notifying the centre of any changes in contact details, including telephone numbers, residential address and postal address;
- 4.10. Providing the correct information and instructions on the dosage card which parents/guardians complete when handing in any medication;
- 4.11. All legal fees that might occur with the enforcement of the conditions of this agreement, including debt collection fees for the lawyer and personal fees reflecting on parents/guardians account.
5. The parents/guardians undertake to obey all centre rules and recognise that he/she/they is/are completely familiar with the following, namely:
 - 5.1. Personnel of the centre are not allowed to transport any learner between their home and centre;

² The registration fee serves as a deposit to secure the learner's place in the centre, one golf shirt, communication book, all copy- and print work and workbooks.

- 5.2. The parents/guardians are not allowed to call any personnel of the centre on their cell phones during centre hours, if the call is very urgent, the parent/guardian is welcome to phone the office at the centre;
- 5.3. The parents/guardians need to notify the centre if another authorised person, who are indicated on the Admittance form are fetching the learner from centre;
- 5.4. The parents/guardians need to undersign a disclaimer form if the parents/guardian provides permission for another person or institution to take the learner on an excursion;
- 5.5. The parents/guardians organise birthday parties at centre in consulting with the class personnel first;
- 5.6. No personal toys, cell phones, Ipad's and/or tablets are allowed to be sent to centre unless the daily program indicates it;
- 5.7. The parents/guardians provide medication when applicable and completes the dosage form;
- 5.8. The Duendé Academy centre uniform is compulsory, unless indicated otherwise on centre program;
- 5.9. The parents/guardians (GR R – GR 3) are required to send an additional set of centre clothing;
- 5.10. It is compulsory for parents/guardians to make sure their child is sent to centre groomed, dressed in their centre uniform and are protected by an affective sun block;
- 5.11. By the dropping and collecting of a learner, the parents/guardians are required to accompany their child until inside the centre grounds when they are dropped as well as to fetch them from inside the centre grounds and accompanying them back to the vehicle;
- 5.12. Unless otherwise arranged with Duendé Academy, the parents, guardians and relatives shall not visit Duendé Academy and/or the learner during centre hours, as this may upset the learner and prohibits Duendé Academy from performing their duties;
- 5.13. The parents/guardians need to notify the centre immediately if the learner is absent;
- 5.14. The learner's Daily Communication Book (receives as part of Registration fee) shall operate as your child's journal. It is expected of the parent/guardian to read thoroughly your child's book on a daily basis and acknowledge receipt of all notices and correspondence from management. Failure to comply can result that important information is not conveyed what will be to your child's

disadvantage. The Book must be signed on a daily basis and must be sent to centre with the learner every day;

- 5.15. Communication can be done in writing through the learner's Communication Book;
- 5.16. Parents/Guardians are responsible for sending a healthy lunch box with the learner to centre; OR
6. The parents/guardians admit by undersigning this Agreement that he/she/they is/are completely familiar with the rules and regulations of the centre and that he/she/they read and understood the content of this Agreement.
7. Unless the conditions of this Agreement are not met, the centre has the right, without any notification, to:
 - 7.1. Deny admission and class attendance; and
 - 7.2. To cancel this Agreement immediately.
8. Regulations are subject to change, whereas parents/guardians will be notified in writing, which will be valid after the parents/guardians have signed it.
9. The parents/guardians indemnifies Duendé Academy against any claims arising out of any injury to the learner or as a result of any illness the learner contracts during the care of the learner, excluding such injuries which are intentionally and/or grossly negligently caused by Duendé Academy. The parents/guardians further indemnify Duendé Academy against any loss in respect of the clothes and possessions of the learner whilst in the care of Duendé Academy.
10. The parents/guardians agree to the requirements of all or any legal actions that might arise in the Agreement terms, and will this clause be a valid written agreement in the Court of Law.

We declare that we have read the aforementioned documents and understand the content of this Agreement and are aware of what is expected of us as Duendé Academy parents/guardians. We find ourselves bound to each and every term as indicated herein above. We also hereby declare that all the



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P.O. Box 2145, Noordheuwel, Krugersdorp, 1751
Reg No.: 2015/210130/07

information on the Admittance form are true and correct and agree hereby and authorise the centre to conduct a background check for the purposes of the application.

UNDERSIGNED AT _____ ON THE _____ DAY OF

_____ YEAR _____.

SIGNATURE OF PARENT/GUARDIAN

NAME IN PRINT

SIGNATURE OF PARENT/GUARDIAN

NAME IN PRINT

DUENDÉ ACADEMY

DATE