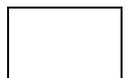


## 1. TERMS AND CONDITIONS FOR BABYSHOES AND TODDLERS DAYCARE AND PRE-PRIMARY CAMPUS

- 1.1. One calendar month's notice is required. **No notice given for the end of November shall waive liability for December.** If one (1) calendar month's notice is not given, a cancellation penalty of one month's fee shall be payable.
- 1.2. . The parties agree that if the parent(s) fail to settle any account promptly, interest on the outstanding amount will be charged at a rate of 15.5% per annum, calculated from date of arrears to date of payment. For this purpose it is agreed that each account shall be payable upon invoicing but no later than the 7th (seventh) day following the invoice date. **Babyshoes and Toddlers Campus (Pty) Ltd** (hereinafter BST CAMPUS) reserves the right to hand reports only to child(ren) whose school fees are paid in full.
- 1.3. The parent(s) confirm that they have properly investigated the premises and staff and are satisfied with the services and facilities available at BST CAMPUS.
- 1.4. While BST CAMPUS takes all possible steps to ensure the safety and best interests of the minor children under its care, the parents are aware and agree that it is impossible for BST CAMPUS to avoid any and all contingencies at all times. These include loss or damage to children's clothes and belongings.
- 1.5. I understand that my child(ren) may not bring any unwanted material or harmful content to BST CAMPUS.
- 1.6. As parent, I undertake to compensate BST CAMPUS for any damage or loss that may be caused by my child's actions to school property or other property.
- 1.7. If any child is injured at BST CAMPUS and it is not due to any negligence on the part of the BST CAMPUS staff, the parent(s) agree not to institute legal action against BST CAMPUS on any legal grounds whatsoever.
- 1.8. I hereby give consent, if circumstances so require, for my child to be treated by a doctor if the parents cannot be reached in time. I transfer my authority as parent/guardian to the principal and staff of BST CAMPUS for the duration of the school day. In case of urgent cases of illness, accident or injury where I cannot be consulted in time, I give my consent for the principal or her representative to take the necessary steps to consult a physician; or to transport child(ren) to a hospital; and where a medical practitioner considers an emergency operation necessary, to give written permission on my behalf and indemnify BST CAMPUS and the said person(s) of any liability and costs.
- 1.9. As parent, I authorise BST CAMPUS and/or its staff and representatives to transport my child(ren) to and from BST CAMPUS to destinations as arranged from time to time. This arrangement also includes emergency transport such as to the doctor, and I indemnify BST CAMPUS and/or any representative against any claim whatsoever that may arise in the event of any incident. These include any claims that may arise from the transport of the child(ren) to and from trips etc. It also applies to losses or damage to property.
- 1.10. As parent, I shall refrain from posting negative and/or defamatory entries about BST CAMPUS on social media and understand that it may have legal consequences and may also be grounds for an interdict.
- 1.11. Should any dispute arise between BST CAMPUS and parents on any legal ground, except for the payment of class fees; then:
  - 1.11.1. The parties agree to make use of arbitration by means of an advocate from the Pretoria Society of Advocates with at least five (5) years' experience, whose judgment shall be final and not subject to appeal.
  - 1.11.2. The parties agree that such arbitration shall take place within 14 (fourteen) days of the procedure being agreed with such appointed arbitrator, at the PSA facilities, First Floor, 220 Vermeulen Street, Pretoria.
- 1.12. Should the parent(s) fail to pay any outstanding amount in time, it is agreed that:
  - 1.12.1. BST CAMPUS shall be entitled to suspend the membership of the minor child(ren) concerned, pending cancellation;
  - 1.12.2. upon expiry of the periods referred to in section 129(1) and 130 of Act 34 of 2005, BST CAMPUS shall be entitled to cancel the membership of the minor child(ren) concerned without further notice.
  - 1.12.3. the parent(s) concerned shall be liable for payment of all legal costs on a scale as between attorney and own client, tracing costs, as well as interest and any other related costs.
  - 1.12.4. the parent(s) specifically agree to the jurisdiction of the Magistrate's Court for the district of Pretoria for any legal action that may be instituted.
  - 1.12.5. the parent(s) also agree that the names of the parent(s) concerned may be noted against records of the relevant credit bureaux from the time that legal action is instituted.
- 1.13. The parent(s) acknowledge and note that:
  - 1.13.1. BST CAMPUS is the supervisor of a large number of minor children on a daily basis, and;
  - 1.13.2. as such BST CAMPUS is subject to a variety of legal obligations under Act 38 of 2005 (as amended), specifically regarding the best interests of minor children;



- 1.13.3. while BST CAMPUS undertakes to act in the spirit of Section 6(4) of Act 38 of 2005 at all times and to first discuss any problems with the parent(s) of a minor child(ren) concerned, the parent(s) authorise BST CAMPUS, in case of a reasonable and valid suspicion that a minor child(ren) are in any way prejudiced, whether physically, socio-economically or otherwise, to act in accordance with BST CAMPUS may be advised by their legal representatives, and the parent(s) indemnify BST CAMPUS in this regard and undertake not to institute any legal action of any kind against BST CAMPUS whether their action was legally correct or incorrect in terms of their obligations / putative obligations in terms of Act 38 of 2005 (as amended);
- 1.13.4. the parent(s) declare that they are fully aware of the provisions of Act 68 of 2008 (as amended) and undertake to notify BST CAMPUS in writing if they in any way feel that any acts by BST CAMPUS constitute unfair marketing/actions. These include the posting of photos on BST CAMPUS website / social media;
- 1.13.5. this agreement constitutes the whole agreement between the parties and no terms contained herein shall be binding on any party unless reduced to writing and signed by both parties;
- 1.13.6. no waiver, cancellation, amendment, representation or otherwise, not contained herein shall be binding on any party unless it is reduced to writing;
- 1.13.7. no relaxation by BST CAMPUS in respect of any of the terms herein shall constitute an abandonment of any of those terms;
- 1.13.8. the parties choose as their *domicilia citandi et executandi* the addresses on the face hereof.

I hereby undertake to do EFT Monthly Payments to Babyshoes and Toddlers Campus (Pty) Ltd by the 2<sup>nd</sup> of each month.

\*\* Please note that statements are sent **electronically** \*

Email to which your statements must be sent: [Babyshoes.toddlers@gmail.com](mailto:Babyshoes.toddlers@gmail.com) / [info@bstcampus.co.za](mailto:info@bstcampus.co.za)

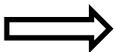
SIGNED AT PRETORIA ON THIS ..... DAY OF ..... 20 .....

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE: FATHER / GUARDIAN

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
SIGNATURE: MOTHER / GUARDIAN



**Banking Details:**

**CAPITEC BANK**  
**ACCOUNT HOLDER: BABYSHOES & TODDLERS CAMPUS**  
**ACCOUNT NO: 1553358021**  
**BRANCH CODE: UNIVERSAL**

Initial