



Kelly Kuruc trading as

Little Caterpillars
Daycare PTY LTD

Transport Indemnity & Application forms 2018



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1. DEFINITIONS

"Application form"	- means the Little Caterpillars Transport Application form;
"Child/ren"	- means the child/ children listed in the Application form/s requiring the Service;
"Child minder"	- means the person authorised by the Client to receive the Child at the Destination;
"Client"	- means the parent, guardian or authorised adult responsible for the Child as identified in the Application form;
"Client Code of Conduct"	- means the set of rules by which every Client and Child are to adhere to whilst utilizing the services offered by Little Caterpillars;
"Collection time"	- means the time that collection is required as stipulated in the Application form;
"Departure point"	- means the location from which the Child will be collected as stipulated in the Application form;
"Destination"	- means the location to which the Child is to be transported to as stipulated in the Application form;
"Driver/s"	- means the qualified person rendering the Service on behalf of Little Caterpillars; "Indemnity form" - means the standard Little Caterpillars indemnity form;
"Little Caterpillars"	- means Little Caterpillars Pty Ltd, a South African Private Company having Registration number 2017 / 150140 / 07 , and its employees;
"Little Caterpillars property"	- means the Little Caterpillars vehicle (including interior and exterior), Safety seats, accessories and any other property used in connection with the Service;
"Little Caterpillars Terms and Conditions"	- means these terms and conditions which, together with the Application form, Quotation, and Indemnity form, shall constitute the entire agreement between Little Caterpillars and the Client;
"Little Caterpillars vehicle"	- means any vehicles owned or operated by Little Caterpillars, its Drivers or employees;
"Safety seat"	- means a child car seat or booster seat certified with SABS approval;
"Service"	- means the transportation of the Child from the Departure point to the Destination; -
"Quotation"	- means the verbal or written quotation for the Service provided by Little Caterpillars.



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2. SERVICE

Initiating the service

Contact Little Caterpillars telephonically, by email or through the web portal and request a Quotation for the Service or for further information. Notwithstanding the commencement date stipulated in the Application form, the Service will not commence until Little Caterpillars has accepted the Client's application for the Service in writing, and:

- (1) the Little Caterpillars Transport Application form is completed in full; AND
- (2) the Indemnity form and Terms and Conditions have been signed by the Client;

General

The Child will be collected from the Departure point at the agreed Collection time in conjunction with the shuttle timetable and transported in the Little Caterpillars vehicle to the Destination. Drivers may vary from time to time.

Children under the age of sixteen (16) years will only be released into the custody of the Child minder stipulated in the Application form, unless otherwise agreed in writing.

The Service may be utilised on a monthly basis or ad hoc (daily) basis.

Monthly contracts will be ongoing until such time as twenty (20) business days notice is received on or before the 1st November annually. Should notice be received after 1st November, the Client remains liable for December.

Personal details

The Client agrees to notify Little Caterpillars by e-mail of any personal detail changes. These changes may include and are not limited to, residential address, contact numbers, emergency contact details.

Safety and special equipment

By law the Child must wear a seat belt at all times unless a Safety seat is being used, and this will be strictly enforced. Little Caterpillars cannot be held responsible for any damages whatsoever if the Child refuses to be secured in a Safety seat, to wear a seat belt or unfastens the seat belt, and in such circumstances, the Driver may in his or her sole and absolute discretion, and without incurring any liability, refuse to transport the Child.

Children under the age of five (5) years, or under one hundred and forty five (145) cm tall, legally require a Safety seat. The Safety seat must be provided by the Client to Little Caterpillars and the Client warrants that any Safety seat supplied by the Client to Little Caterpillars is SABS approved and suitable for the age/ height of the Child. Little Caterpillars will not accept responsibility for Safety seats not being installed correctly in the instance where The Client has provided their own Safety seat and has not demonstrated to Little Caterpillars the correct installation of the Safety seat. The Client shall be responsible for the supply and suitability of the Safety seat, and Little Caterpillars reserves the right to refuse to transport the Child if no Safety seat is provided. Little Caterpillars shall not be held responsible for any damages whatsoever if the Client fails to supply a suitable Safety seat.

The Safety seat will either accompany the Child or be collected together with the Child from the Departure point, and delivered together with the Child at the Destination, or will be kept in the Little Caterpillars vehicle until Little Caterpillars has received written notice of termination of the Service. The Safety seat will be returned to the Client within forty eight (48) hours after the last day of transfer.



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Standards and safety

Little Caterpillars vehicles are serviced and maintained to the highest levels however in the unfortunate event of a breakdown Little Caterpillars cannot be held responsible for any inconvenience or losses of any kind.

Collections and Drop-offs

Morning collections - Clients are to ensure that their Child is ready at the Departure point at least fifteen (15) minutes prior to the agreed collection time. Any Child not ready for collection when the Little Caterpillars vehicle arrives at the Departure point will not be collected and the Little Caterpillars vehicle will continue on its allocated route.

Afternoon drop-offs - Clients should allow for a thirty (30) minute delay after the agreed shuttle collection time to take into account traffic and unforeseen delays.

The Client agrees to familiarize themselves with the collection procedure and times to ensure the Child is waiting at the allocated area for collection. Failure to be present at the allocated area may result in Little Caterpillars not collecting the Child at the agreed collection time and the Client may be informed to make an alternative arrangement.

Lost property

It is not the responsibility of the Little Caterpillars Drivers to ensure that the Child has all his/her belongings when leaving school. This remains the responsibility of the Client to follow up with the Child/ren and school regarding any lost property. Should any belongings be left on a Little Caterpillars vehicle, such belongings are recorded and stored at the Little Caterpillars. Parents may claim said property by way of an email. Any unmarked items not claimed within a month, will be disposed of accordingly.

Absenteeism

Little Caterpillars must be notified between 6.00am and 7.00pm of the day before or before 6am of the same day if the Child does not require the Service. No refunds or credits will be given on absenteeism or illness of the Child.

Route changes

Routes driven by the Little Caterpillars vehicle are subject to alterations or cancellations at any time without prior notice and for any reason at the sole and absolute discretion of Little Caterpillars. Although Little Caterpillars will take reasonable measures to notify the Client of any cancellations or route changes, Little Caterpillars will not be responsible for any damages whatsoever arising from any such alterations or cancellations. Route alterations may affect delivery times of children. Little Caterpillars will take necessary measures to ensure that times are not affected more than 15-20 minutes.

Schedule changes

Notice of any schedule changes required by the Client must be given in writing to Little Caterpillars by no later than 3:00pm on the Friday of the preceding week. If no notification is received from the Client, it will be assumed that the schedule of the previous week or term will continue. It is the Client's responsibility to ensure that Little Caterpillars has received any notice of schedule changes.

Little Caterpillars Pty Ltd

www.littlecaterpillars.co.za

084 806 7652

Reg #: 2017 / 150140 / 07

admin@littlecaterpillars.co.za

 facebook.com/littlecaterpillarsschool

Their Future,
Our Passion



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Emergency schedule changes

Last minute changes must be communicated via whatsapp or sms notification followed by a telephone call to Little Caterpillars. Little Caterpillars will, at its sole and absolute discretion, endeavour to accommodate any reasonable proposed change and will confirm to the Client within fifteen (15) minutes whether the requested schedule change is possible.

Delays

Every effort is made by Little Caterpillars to adhere to agreed Collection times, but reasonable delays are to be expected and Little Caterpillars will not be held responsible or liable for any delays and/or consequential losses that occur as a result of delays.

Unforeseen circumstances

Little Caterpillars provides a quality Service, however, any failure to provide the Service due to default by Little Caterpillars as a result of unforeseen circumstances will result in the related cost of the relevant transfer being refunded to the Client.

Damage to property

Any littering or damage caused by the Child to any Little Caterpillars property will result in a notice being provided to the Client with an accompanying invoice. The Client will be provided with proof of the damage and will be responsible for the costs of cleaning/repair within one (1) week of the notice being received.

Little Caterpillars reserves the right to terminate the Service if, in its sole and absolute discretion, (1) the Child engages in any rough play or unruliness or (2) any damage caused by the Child is considered to be excessive.

Should an ill child vomit in the bus, Little Caterpillars will invoice the parent for the necessary valet fees incurred in order to bring the bus back into a condition fit for use for other travellers.

Insurance

Little Caterpillars is insured and detailed information is available on request.

3. FEES

The banking details of Little Caterpillars will appear on the attached Transport Application form, the Little Caterpillars enrolment form and also the monthly newsletter. The Client is responsible for the punctual payment of all fees and proof of payment must be sent to Little Caterpillars.

Seat securing fee

A once off refundable seat securing fee equal to a month of the Service is payable before the commencement of the Service. Failure to make any of the required payments will result in the seat securing fee being used to offset outstanding fees. On notice of termination of the Service, the seat securing fee will be used to offset the last month's fees. Should the last month's fees exceed the seat securing fee amount (for example if fees have increased since payment of the seat securing fee) the balance of the fees will be invoiced on the final invoice less the seat securing fee held. No cash refunds will be done. Seat securing fees are only offset on the required twenty (20) business days noticed being received and only if all monthly fees have been settled.



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Monthly fees

Monthly fees are as per the Little Caterpillars Enrolment Forms and a copy is attached within this document.

Monthly fees are payable in advance between the twenty fifth (25th) day of each month and the third (3rd) day of the following month, unless arrangements have been made in writing at the sole and absolute discretion of Little Caterpillars for the payment of fees by a later date. Monthly fees are due and payable in advance every month for the duration of the contract, regardless of any school and/or public holidays, absenteeism or illness. If any payment due by the Client remains unpaid for a period of 10 (ten) days after due date, the seat securing fee will be used to offset any outstanding fees and Little Caterpillars shall have the right to withhold services without prejudice to its other rights under this agreement, including its right to immediately institute action against the Client for the full balance owing in terms hereof.

As Little Caterpillars does not close for school holidays, services will remain available.

Clients acknowledge that the inability of the child to attend school for any reason, or the absence of the child from the Service, does not relieve the Client of the obligation to pay the monthly fees or to receive credits for days not used.

Ad hoc services

Ad hoc fees will be invoiced in advance and full payment of the invoice will be required prior to the service/s taking place. Special arrangements may be agreed in writing in advance to alter the payment terms.

Tax

In terms of current legislation the Service is exempt from value added tax.

Increases

Annual increases on service fees are effected in January. Increases in the national fuel price may in the sole and absolute discretion of Little Caterpillars result in an additional increase in the Service fees during the contract year.

The Client will be given one (1) month's notice of any increase of the Service fees.

Overdue & Penalty fees

A R50.00 penalty charge per week will be levied for a period of five days where fees remain overdue, thereafter overdue fees plus the penalty charges will result in services being suspended until all outstanding fees and charges are settled.

4. TERMINATION

Monthly contracts may be terminated by the Client on twenty (20) business days prior written notice. Should termination be received after the 1st November, the Client will be liable for the remainder of the calendar year's fee and the Client's seat securing fee will be offset against the December service fees due.

Little Caterpillars may terminate the contract on twenty (20) business days after giving the Client written notice thereof. Reasons of termination may extend from the Client's material failure to comply with this Contract unless the Client has rectified the failure within that period through to Little Caterpillars being unable to continue providing Services due to area of operation or route changes, collection time changes or other.



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5. INDEMNITY

The client will be required to complete and sign the Little Caterpillars Indemnity form attached marked "A", before the commencement of the Service.

6. REGISTRATION FORM

The client will be required to complete and continually update the Registration form with all relevant personal details as deemed required by Little Caterpillars to provide the Service.

7. MISCELLANEOUS

Domicilium citandi et executandi

Little Caterpillars chooses its domicilium citandi et executandi ("domicilium") to be 24 Kwartel St, Vorna Valley.

The Client chooses its domicilium as stipulated in the Application form.

Either party may at any time change its domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served.

Entire Agreement

This Contract and the Annexures to this Contract, which are incorporated in this Contract and form part of this Contract, constitute the entire understanding between the parties and supersede any previous agreement, representation or understanding regarding this subject.

No representations

A client may not rely on any representation which allegedly influenced that client to enter into this Contract unless such representation is recorded in this Contract.

Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Contract and no waiver or any right under this Contract shall be effective unless reduced to writing and signed by both parties.

Severability

This Contract shall be severable, and in the event that any portion of this Contract is declared or deemed to be illegal or invalid by the court, regulatory agency or anybody having jurisdiction or competence, the remainder of this Contract shall remain valid and enforceable. In the event that any provision of this Contract should become invalid or void, the invalid or void provision shall be modified or supplemented by means of a corresponding agreement of the parties to this Contract in such manner that the economic and legal purpose of the invalid or void provision is effectuated.

Governing law

This Contract shall be governed by South African Law.



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Little Caterpillars Transport Indemnity Declaration

I / We

Full Names and Surnames

The parent(s) / guardian(s) (Circle which is applicable) of

: _____ (child's name #1) : _____ (child's name #2)

: _____ (child's name #3) : _____ (child's name #4)

hereby consent to my child/ren's use of the Services of Little Caterpillars as set out in the Little Caterpillars Terms and Conditions.

I acknowledge that in certain circumstances there may be insufficient time to contact me, or to refer to medical records, and consequently Little Caterpillars, its Drivers, employees, and/or partners are hereby authorised, in my place and stead, to authorise and/or administer the most appropriate medical service available in the circumstances.

I confirm that the minor child/ren's general health is good, and that all relevant ailments and allergies have been disclosed to Little Caterpillars in writing, and should any ailments or allergies arise in the future, will immediately be notified to Little Caterpillars in writing.

I confirm that the use of the Service is entirely voluntary and I accept all risks involved therein. Accordingly, Little Caterpillars, its Drivers, Employees, and partners shall NOT be liable for any loss, damage, loss of life, injury, illness of whatsoever nature and howsoever caused, suffered by me or the minor child as a result, directly or indirectly, of using the Service, or failure to utilise the Service due to any reason whatsoever, and Little Caterpillars its Drivers employees, and partners shall NOT be liable for any loss and/or damage (including indirect or consequential loss and/ or damage) arising from the Service.

I hereby indemnify Little Caterpillars, its Drivers, employees, and partners from any loss, damage, loss of life or injury that might incur arising from any loss or injury suffered by me and / or the aforementioned child arising from or incidental to the use of the Service.

I warrant that I am authorised to give this indemnity, and confirm that I have read the Little Caterpillars terms and conditions, and consider myself bound thereto.

Signed at _____ on this the _____ day of _____ 20_____

Parent/ Guardian Signature

Full name: _____

ID Number: _____

Contact Number: _____

Witness Signature

Full name: _____

ID Number: _____

Contact Number: _____

*** BY SIGNATURE YOU CONFIRM THAT YOU HAVE READ AND AGREE TO THE LITTLE CATERPILLARS TERMS AND CONDITIONS**



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IMPORTANT INFORMATION:

PLEASE PROVIDE FULL MEDICAL AID DETAILS FOR EMERGENCIES:

Name of Medical Aid: _____

Medical Aid Number: _____

Name of main member: _____

This information is required in the event of a medical emergency and we are not able to contact / get hold of the parent or legal guardian.

*** BY SIGNATURE YOU CONFIRM THAT YOU HAVE READ AND AGREE TO THE LITTLE CATERPILLARS TERMS AND CONDITIONS**



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Transport Application Form

Welcome to Little Caterpillars!

First Parent/Guardian Information (Responsible for account)

Title:		Cell Number:	
First Name:		Home Number:	
Surname:		Work Number:	
ID/Passport No:		Work/Home Number:	
Date of Birth:		Relation to Learner:	
Email Address:			

Residential Address

Street #	Street Name	Suburb	Area Code	City

Second Parent/Guardian Information

Title:		Cell Number:	
First Name:		Home Number:	
Surname:		Work Number:	
ID/Passport No:		Work/Home Number:	
Date of Birth:		Relation to Learner:	
Email Address:			

Residential Address

Street #	Street Name	Suburb	Area Code	City



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Transport Student #1 Information:

Gender:		ID/Passport No:	
First Names:		Date of Birth:	
Surname:		Country of Birth:	
Transport Option (Options & Fees on next page):			

Transport Student #2 Information:

Gender:		ID/Passport No:	
First Names:		Date of Birth:	
Surname:		Country of Birth:	
Transport Option (Options & Fees on next page):			

Emergency Contact Person (In case neither parent is reachable)

Title:		Cell Number:	
First Name:		Home Number:	
Surname:		Work Number:	
ID/Passport No:		Work/Home Number:	
Date of Birth:		Relation to Learner:	
Email Address:			

Any other information the Transport Driver should know?



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FEE STRUCTURE

Seat Securing Fee	Once off refundable fee, up front.	Equal to agreed monthly fee.
One-way (pickup OR drop off daily)	Monthly Payment	R700
Two-ways (pickup and drop off daily)	Monthly Payment	R1200
Ad-hoc one-way	Per day (At least 2 days' notice required)	R150
Ad-hoc two-ways	Per day (At least 2 days' notice required)	R250
Siblings one-way	Monthly Payment (First child @ regular rate)	R400
Siblings two-ways	Monthly Payment (First child @ regular rate)	R600