



DAYCARE CONTRACT

entered into by and between

SAVF QUEENSWOOD DAYCARE

NPO NUMBER: 010-891

registered as a welfare organization under the Non-profit Organizations Act, 1997 (Act No. 71 of 1997).

Physical Address: **1249 Dormer Avenue, Queenswood, 0186**

Contact details: (e-mail) **queenswood.principal@savf.co.za** (tel) **012 333 4795**

(hereafter referred to as the "**SAVF Daycare facility**")

Herein represented by **the Manager / Principal / Admin Finance** properly authorized by the relevant Service Management

and

NAME OF PARENT/CARER 1:	NAME OF PARENT/CARER 2:
Name: _____	Name: _____
Identity number: _____	Identity number: _____
Relationship to child: _____	Relationship to child: _____
Residential address: _____ _____	Residential address: _____ _____
Postal Address: _____ _____	Postal Address: _____ _____
Employer and work address: _____ _____	Employer and work address: _____ _____
Contact details:	Contact details:
(w) _____(cell) _____	(w) _____(cell) _____
(h) _____	(h) _____
Emergency No: _____	Emergency No: _____
(email) _____	(email) _____

(herein referred to as "the Parent")

in respect of

Child's full name and surname: _____

Nickname: _____

Date of birth: _____

Identity number: _____

(hereafter referred to as "the Child")

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BECAUSE **SAVF QUEENSWOOD** undertakes to provide day care services to the Parent with regards to the Child;

AND BECAUSE the Parent confirms that the child is younger than the school going age and undertakes to leave the child in the care of the SAVF Daycare facility subject to terms contained in this agreement;

The parties agree as follows:

1. **ADMISSION REQUIREMENTS**

- 1.1 Only children between the age of 3 Months and 5 years will be allowed by the SAVF Daycare facility.
- 1.2 The following documents must be attached to the contract: Copies of both parents / caregivers identity documents, a copy of the child's birth certificate, as well as a municipal account or other proof of address.

2. **FEES**

- 2.1 The Child must be registered at the SAVF Daycare facility and a non-refundable registration fee of **R350.00** is payable upon registration for the year or a part thereof.
- 2.2 This agreement will be entered with effect from / / **2022**
- 2.3 The school fees will be **R2350.00** per month.
- 2.4 Monthly school fees are strictly payable on or before the 7th (seventh) day of every month.
- 2.5 In the event where the fees are not paid in full on the 8th (eighth) day of the current month, the **Parent will not be allowed to bring the Child to the Daycare.** As soon as the fees are paid in full the Child will be allowed back at the SAVF Daycare facility.
- 2.6 The monthly school fees will be reviewed at the end of each calendar year / alternatively financial year and the Parent will be notified in writing at least one calendar month in advance of the fees for the following year period.
- 2.7 If payment of the fees is in arrears for 30 days or more, the SAVF Daycare facility will take action against the Parent to collect the relevant amount with interest. In such a case, the Parent will be responsible for all costs incurred in recovering outstanding fees, including collection costs for attorneys and own clientele, as well as the recovery commission.
- 2.8 The parties agree that any action arising from this agreement, irrespective of the amount involved, shall first be referred to arbitration. On the other hand, such dispute may be instituted in the Magistrate's Court which otherwise has jurisdiction.

2.9 Payments must be made per EFT or electronic card payment into the **SAVF QUEENSWOOD** bank account with the following details:

Account name: **SAVF QUEENSWOOD DAGSORG**

Bank: **ABSA**

Branch: **632005**

Account number: **1430 670 111**

Reference: **NAME AND SURNAME OF THE CHILD**

2.10 In exceptional cases when cash payments is made directly at the SAVF Daycare facility, and should such a payment be made by the Parent to a designated staff member responsible for finance, an official receipt as proof of the payment will be provided to the payer. After hour payments will be acknowledged by means of a register inscription and signatures of the payer and the recipient. The receipt will then be issued on the following working day by the SAVF Daycare facility.

2.11 If the child is ill, or on vacation with the Parent, or absent for any other reason, the total fees for the month are still payable. Full fees are also payable during school holidays, regardless of whether or not the child attends school.

2.12 If the child does not attend school for a calendar month or longer, the Parent will have to apply for registration again. In cases where the child's absence due to illness can be proved or special arrangements have been made with the SAVF Daycare Facility, re-registration will not be necessary. Individual arrangements must be made at the discretion of the Principal and the service management.

2.13 The Parent hereby grants permission that the SAVF may make credit queries at any credit bureau or institution with relevant information in order to determine the Parent's creditworthiness.

3. SCHOOL HOURS

3.1 The SAVF Daycare Facility provides services as stipulated in 3.2, excluding public holidays, special holidays and the last two weeks in December, which exact dates will be communicated to the parent with a monthly notice.

3.2 The SAVF Daycare facility will be open from Mondays to Fridays from **06:30** to exactly **17:30**. The school takes no responsibility for any Child outside these hours.

3.3 If a child is collected after the hours set out in 3.2, a fine determined by the SAVF Daycare facility is payable for the parent's account and levied in order to compensate for the staff member who worked overtime.

3.4 The child must be dropped off at school not later than **08:00** since educational programs starts strictly at **08:30** and the child then disrupts the program as well as the entire class.

- 3.5 The Parent must accompany the child into the school facility and be handed over to the supervision of a staff member. Where the child is transported by public transport, the person responsible for transporting the child must hand the child over in the supervision of a staff member.
- 3.6 If the parent requests a third person to collect the child, the Parent must arrange with the SAVF Daycare facility personally and the person collecting the child must provide written consent from the Parent to the SAVF Daycare facility.
- 3.7 If the child is absent on any given day, the Parent must notify the SAVF Daycare facility as soon as possible.

4. NUTRITION

- 4.1 The SAVF Daycare facility provides refreshments and meals to the Child, if the child is present during those hours: 08:00, 10:00, 12:00 and 15:00.
- 4.2 If the child has any allergies or special dietary requirements, the Parent must inform the SAVF Daycare facility in writing, if possible with a doctor's letter and, where necessary take the necessary precautions and provide special foods.
- 4.3 If it is the child's birthday and the Parent wishes to send refreshments to school, proper arrangements must be made in advance with the SAVF Daycare facility.

5. CLOTHING

- 5.1 The child must wear appropriate clothing, which also may get dirty, enabling him/her to play with ease.
- 5.2 The SAVF Daycare facility does not provide any clothes, so the child must be provided with an extra set of clothes, as well as the necessary warm clothes in case of cold weather.
- 5.3 All clothing items and items brought by the child to the SAVF Daycare facility must be properly marked with the child's name. The SAVF Daycare facility accepts no responsibility for clothing and other items that are lost or damaged.

6. DISEASES AND MEDICATION

- 6.1 When the child is ill, he/she may not attend the SAVF Daycare facility.
- 6.2 Any infectious disease which the Child may have must be reported to the SAVF Daycare facility immediately (refer to the Health Act, Act 63 of 1977)
- 6.3 Any allergies or abnormalities should be brought to the attention of the SAVF Daycare Facility and the Parent will ensure that the necessary medication is provided to the SAVF Daycare Facility. The Parent must provide the SAVF Daycare facility with proper

instructions regarding any medication and complete the necessary documentation at the facility.

- 6.4 Children with head lice may not attend the SAVF Daycare facility.
- 6.5 As far as possible first aid will be given by the SAVF Daycare facility staff. The Parent hereby authorizes the SAVF Daycare facility to call emergency services in case of emergency. Any account in respect of such an emergency will be payable by the Parent.

7. SAFETY AND SECURITY

- 7.1 The SAVF Daycare Facility takes all reasonable steps to ensure that the Child is safe at the facility. However, the SAVF Daycare Facility cannot be held liable for any loss or damage or injuries to the Child or his property during his / her presence at the SAVF Daycare Facility.
- 7.2 The Parent indemnifies the SAVF against any claims arising from physical injuries and or damage to property, which the Parent may suffer while on the premises of the SAVF.
- 7.3 The Parent agrees that photographs of the child in the SAVF Daycare facility may be taken and used for marketing purposes and communication of the SAVF Daycare facility. If the parent does not refuse permission in writing, it shall be deemed that the Parent had no objection if the facility takes pictures of the child and publishes it.
- 7.4 Should the parent of any Child be of the opinion that it is not in the best interest of that particular Child to be photographed and the pictures being published, the Parent must inform the Principal of the SAVF Daycare facility in writing.
- 7.5 Any change of information of the Parent or the Child must forthwith be reported to the SAVF Daycare facility in writing.

8. TERMINATION OF THE AGREEMENT

- 8.1 This agreement may be terminated by any of the parties, by giving one calendar month written notice to both parties.
- 8.2 The SAVF Daycare facility reserves the right to terminate this agreement in the case of breach of contract within 48-hour notice, but in particular in cases where:
 - 8.2.1 The Parent does not comply with the prescriptions of the SAVF Daycare Facility;
 - 8.2.2 The child poses a danger to other children or has a bad influence on the other children;
 - 8.2.3 School fees for 8 days or more overdue.

9. GENERAL

- 9.1 The Parent chooses his/her address on the first page hereof as his/her *domicilium citandi et executandi* where service of all notices and processes in connection with this Agreement or any action resulting from it can be affected.
- 9.2 Any notice given to the Parent who:
 - 9.2.1 personally resides at the *domicilium citandi et executandi* , shall be deemed delivered on the date of delivery thereof to have been received, unless the contrary is proved;
 - 9.2.2 by prepaid registered mail to the Parent at the latter's *domicilium citandi et executandi* is posted will be deemed to be 5 (five) days after the date of posting thereof to have been received, unless the contrary is proved;
 - 9.2.3 The Parent is entitled to by way of written notice to the SAVF Daycare facility, indicate change of address of his/her *domicilium citandi et executandi*.
- 9.3 No concession to the parent by the SAVF Daycare facility in respect of provisions of this agreement, will stop the SAVF Daycare facility from enforcing the provisions and terms of this agreement.
- 9.4 This agreement is the complete and exclusive agreement between the parties and no guarantee (s), representation (s) or other terms and conditions of any nature howsoever, which is not contained herein, shall be binding on the parties.
- 9.5 No amendment of the terms or conditions of this agreement or any mutual cancellation thereof will not derogate any, unless it is in writing and by both of the parties, or their proper proxies, signed.

10. SPONSORSHIP

The SAVF Daycare facility reserves the right to require a creditworthy next-of-kin of the Child and/or the Parent, to also personally stand surety for the obligations of the parents towards the SAVF Daycare facility.

Dated at _____ this ____ day of _____ 20__

AS WITNESSES

1. _____

2. _____

on behalf of: SAVF _____
duly authorized thereto

Dated at _____ this ____ day of _____ 20__

AS WITNESSES

1. _____

2. _____

Parent (s)

ADDITIONAL SPONSOR REGARDING THE DAYCARE CONTRACT

Entered into between

SAVF _____ (hereafter SAVF)

and
Name of parent: _____ (hereafter referred to as "Parent")

With regards to
Name of Child: _____ (hereafter referred to as "Child")

Signed at _____ on _____, 20 ____
(hereafter referred to as "Daycare Contract")

SURETYSHIP

I the undersigned _____,
hereby commit myself to the SAVF _____
for any debt of _____ (parent)
arising from the Daycare Contract with regard to _____ (child),
regardless of whether such debt is payable or may arise in the future.

I further distance myself from the common law of exclusion, division of action and cession of action.
In addition, I agree that a credit inquiry may be made by the SAVF _____, to
determine my solvency.

My personal details are as follows:

Full name: _____ I.D. no: _____

Residential address and *Domicilium citandi et executandi*: _____

Work address: _____

Postal address: _____ email: _____

Work no: _____ House no: _____ Cell: _____

Signed at _____ on _____ 20 _____

Signature of Sponsor

Witness