



AGREEMENT IN RESPECT OF CHILD CARE

Entered into and between:

EAST COAST TRADING 10 CC t/a AINOS CRECHE & AFTERSCHOOL CARE

a closed corporation with registration number 2003/103588/23 duly registered and incorporated according to the laws of the Republic of South Africa with principle place of business situated at 177 Maraboe Avenue, Rooihuiskraal, Centurion herein represented by **Carol Snyman** in her capacity as member

(hereinafter referred to as "Ainos")

and

(Full names and surname of legal guardian(s)/parent(s))

(ID Numbers)

(hereinafter referred to as "the Parents")

071 475 0779 | 177 Maraboe Avenue, Rooihuiskraal | www.ainospreschool.co.za
Principle Member: C P Snyman
CK 2003/103588/23

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Ainos hereby accepts the Child's entry in respect of child care for 20___, subject to the following terms and conditions:

1. DEFINITIONS

1.1 **"Agreement"** means this Agreement in respect of Child Care entered into and between Ainos and the Parents.

1.2 **"Ainos Rules & Code of Conduct"** means the rules and code of conduct attached hereto as Annexure 3.

1.3 **"Child"** means the following children of the Parents:

Name	Surname	Age

1.4 **"Entry Form"** means the entry form attached hereto as Annexure 1.

1.5 **"Extramural Activities Form"** means the extra mural activities form attached hereto as Annexure 2.

1.6 **"Parents"** means the legal guardian(s) or parent(s) of the children mentioned in paragraph 1.3 above.

2. DOCUMENTS

This Agreement consists of the following documents:

2.1 This Agreement in respect of Child Care;

2.2 The Entry Form (see Annexure 1);

2.3 The Extramural Activities Form (see Annexure 2); and

2.4 The Ainos Rules and Code of Conduct (see Annexure 3).

3. FEES

- 3.1 An amount of R_____ (_____) per Child is payable by the Parents to Ainos on or before the 3rd (third) day of each and every month from January to December.
- 3.2 A deposit equal to one month's fees in the amount of R_____ (_____) per Child is payable once off.
- 3.3 A registration fee of R_____ (_____) per Child is payable upon registration of the Child and thereafter at the start of each new calendar year. These fees are used for registration and stationery. Please note that the stationery purchased will at all times remain at Ainos' premises.
- 3.4 All payments must be made into the following bank account:
Account holder:
Bank:
Type of account:
Account number:
Reference to be used:
- 3.5 Payments made after the 3rd (third) of the month will be considered as late payments and interest will be charged on all such late payments at a rate of 18% (eighteen percent) per annum from date on which payment became due and payable up to date on which the outstanding payment is settled in full.
- 3.6 The Parents consent to the followings fines being imposed in the following instances:
- 3.6.1 R50.00 (Fifty Rand) per day in the event that the Parents do not inform Ainos before 07:00, in case of a toddler, and before 12:00, in case of a learner, that the Child will not attend school or after care on a particular day;
- 3.6.2 R50.00 (Fifty Rand) for every 15 minutes or part thereof in the event that the Child is collected from Ainos after 17:30. The aforementioned amount will be payable the next day in cash to the staff member of Ainos who was on duty the previous day.

4. AINOS RULES & CODE OF CONDUCT

In respect of learners, the Parents undertake to explain the Ainos Rules & Code of Conduct to the learner and to ensure that the learner complies with the aforementioned rules and code of conduct.

5. TIMES

5.1 Ainos' hours are as follows:

5.1.1 Crèche (toddlers) : Mondays to Fridays from 06:30 to 17:30;

5.1.2 After care (learners): Mondays to Fridays from 13:00 to 17:30.

5.2 Ainos will be closed over weekends and public holidays.

5.3 Ainos will be open during all school holidays with the exception of the December school holiday. The Parents will be informed about the dates during which Ainos will be closed during December. If a learner is going to attend after care during school holidays, the Parents must ensure that a reservation is made for the Child, in order to plan for meals and the holiday programme.

6. ATTENDANCE OF AFTER CARE

If a learner is not going to attend after care on any particular day, the Parents must inform Ainos accordingly in writing. Ainos keeps record of each child that has to be collected from school and if a learner is not at school, other learners will unnecessarily be delayed if we have to look for a learner.

7. MEDICAL EMERGENCIES AND OTHER MEDICAL INCIDENTS

7.1 In the event that a Child is ill or injured to such an extent that the Child needs urgent medical attention, Ainos will and the Parents give permission to Ainos to:

7.1.1 Contact emergency medical services; or

7.1.2 Take the child to the nearest medical doctor or hospital.

7.2 The Parents will be responsible for all medical expenses incurred.

7.3 If the Child does not need urgent medical treatment, but the Child is ill or injured, Ainos will contact the Parents to collect the child from school.

7.4 Children with contagious diseases (including head lice) will not be allowed to attend crèche or after care for the duration of the illness. It will be the Parents' responsibility to make alternative arrangements during this time.

7.5 Children with a fever must be collected immediately. A child with fever will not be allowed to attend crèche or after care, as there is not enough staff to take care of sick Children on a full time basis.

7.6 All medication must be recorded in the medication register. No medication will be given to a child if it is not recorded in the medication register.

8. SAFETY

8.1 Ainos and its staff will not allow any person other than the Parents and the people indicated on the Entry Form to collect a child from school.

8.2 If a person other than a Parent or a person indicated on the Entry Form needs to collect the child, the Parent shall make the necessary prior arrangements with Ainos via telephone call or text message.

9. DRESS CODE

- 9.1 Toddlers should wear comfortable clothes in which they can play. All toddlers should bring a bag with an extra set of clean clothes, which are clearly marked.
- 9.2 Learners can bring comfortable clothes to wear after school.

10. LEARNERS' HOMEWORK AND STUDY WORK

- 10.1 Homework is done every day. If a learner does not have school homework, revision will be done of work already done.
- 10.2 The homework period is from _____ to _____.
- 10.3 Signing of the homework book will remain the responsibility of the Parents.
- 10.4 If all homework is not completed by _____, the homework period will be extended to _____.
- 10.5 It is the Parents' responsibility to ensure that all homework which is not completed by _____, is completed at home.
- 10.6 It is also the Parents' responsibility to check the learner's homework at home.
- 10.7 If a learner is absent on any particular day, the learner must complete any homework or study work at home and ensure that it is marked. No arrear homework will be caught up at Ainos.
- 10.8 Due to the limited time that the learner is at Ainos, it is the Parents' responsibility to ensure that the learner studies for tests and exams at home.
- 10.9 All summaries and question papers that are given to the learner during the course of the term must be kept safe, as it will be re-used for preparation for exams. Parents may request that it be sent to them via e-mail.
- 10.10 Learners must ensure that they bring all summaries, question papers, text books and scripts to Ainos during revision and preparation for tests and exams.

- 10.11 Learners will not be allowed to borrow summaries, question papers, text books or scripts from other learners.
- 10.12 All summaries and question papers provide to a learner by Ainos will remain the sole property of Ainos and no learner or Parent will be allowed to distribute such summaries and question papers.

11. EXTRAMURAL ACTIVITIES IN RESPECT OF LEARNERS

- 11.1 A learner will only be taken to and collected from extramural activities held in the Rooihuiskraal area and as agreed between Ainos and the Parents.
- 11.2 If the learner takes part in any other extramural activities, it will be the Parents' responsibility to transport the learner to and from such activities or to arrange such transport.
- 11.3 All extramural activities of the learner must be completed on the Extramural Activities Form. The Parents undertake to notify Ainos immediately if there are any changes in respect of the Child's extramural activities.

12. INDEMNITY

<p>Ainos takes all possible precautionary measures to prevent accidents, however Ainos, its facilitators, all employees of the school, any agent, guest or any person associated with the school and/or its facilitators or teachers, will not be held liable for any claim which may arise as a result of death or any injury sustained by a Child on its premises or during any school outing. This indemnity will also be applicable to any third party which may suffer any damages as a result of death or injury.</p>	<p>_____</p> <p>Initial</p>
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13. CANCELLATION OF THIS AGREEMENT

13.1 The Parents will be entitled to cancel this Agreement if:

13.1.1 they provide Ainos with 1 (one) month's prior written notice; and

13.1.2 if all outstanding fees are paid to Ainos.

13.2 Ainos will be entitled to cancel this Agreement if:

13.2.1 The Parents fail, refuse or neglect to pay the fees as set out in paragraph 3.1, 3.2 and 3.3 above; or

13.2.2 If the learner repeatedly fails to comply with the Ainos Rules & Code of Conduct; or

13.2.3 For any other reason which Ainos may deem fair and reasonable.

14. BREACH

14.1 In the event that the Parents fail to comply with the provisions of this Agreement, Ainos will be entitled in accordance with paragraph 13.2 to cancel this Agreement.

14.2 In case of such cancellation:

14.2.1 the Parents will be responsible for all legal costs on a scale as between attorney and client, including collection commission of 25%, which may be incurred by Ainos in respect of collection of any outstanding amounts due to Ainos.

14.2.2 In addition, Ainos will also be entitled to claim any damages which it may suffer, of any nature whatsoever, from the Parents.

15. DOMICILIUM ADDRESS

- 15.1 The Parents hereby nominate the address indicated on the Entry Form as their *domicilium citandi et executandi* (the address where all legal documents may be served.)
- 15.2 If the above domicilium address or any personal information of the Parents or Child changes, the Parents will immediately provide Ainos with the new information.

Signed at _____ on this ____ day of _____

As Witnesses:

1. _____

2. _____

On behalf of **AINOS**

Signed at _____ on this ____ day of _____

As Witnesses:

3. _____

FATHER

4. _____

MOTHER



Account no (for office use):

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ANNEXURE 1: ENTRY FORM

(A separate form must be completed for each child)

1. Toddler's/Learner's Information

Date of entry	
Name and surname	
Nickname	
Date of birth	
Age	
Grade (if applicable)	
Home language	
Church	

2. Toddler's/Learner's Medical Information

General practitioner	
GP tel no	
Medical aid	
Membership no	
Allergies and chronic illnesses	
Which contagious diseases did your child have?	

Is your child vaccinated against the following?

Smallpox	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Diphtheria	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Whooping cough	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Polio	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Measles	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Tuberculosis	Yes <input type="checkbox"/>	No <input type="checkbox"/>

NB: A copy of your child's immunization certificate must be attached to this form.

3. Parents' Information

	Father	Mother
Surname & Initials		
Nickname		
ID Number		
Occupation		
Name & address of employer		
Tel (h)		
Tel (w)		
Cell		
E-mail address		
Home address		

4. Other Information

How many children in the family?	
Ages?	

The following people are given permission and are authorised to collect the child from Ainos:

Name	
Contact no	
Relationship	

Name	
Contact no	
Relationship	

Name	
Contact no	
Relationship	

5. Contact person in case of emergency

Name	
Contact no	
Relationship	

Name	
Contact no	
Relationship	

Name	
Contact no	
Relationship	

NB: If any of the information in paragraph 1 to 5 above changes, you must notify Ainos immediately.

6. Copies

The following copies must be attached to this form:

- 6.1 ID documents of both parents
- 6.2 Child's birth certificate
- 6.3 Medical aid card (both sides)
- 6.4 Child's immunization certificate

We declare that the information provided above is true and correct and we undertake to notify Ainos immediately if any of the information changes.

Father

Mother

Name & surname

Name & surname

Date

Date

Account no (for office use):

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ANNEXURE 2: EXTRAMURAL ACTIVITIES FORM

We, _____ parent(s)/guardian(s) of
_____ (the Learner) in Grade _____ hereby
give permission that he/she may participate in the extramural activities as mentioned below.
We indemnify Ainos against any liability in respect of death or injuries sustained by the child
during transportation of the child to and from such activities.

Days	Activity	Address	Drop off time	Collection time

Father

Mother

Name & surname

Name & surname

Date

Date

Account no (for office use):

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ANNEXURE 3: AINOS RULES & CODE OF CONDUCT

1. Each learner will behave in such a manner so as to maintain order in the classroom and to ensure that homework and study work is completed as best and as fast as possible.
2. Ainos takes no responsibility for any cell phones, electronic devices or any other valuable items being brought onto the school's premises.
3. Learners must ensure that all garbage in the classroom and in the playing area is placed in a dustbin.
4. Desks and chairs must be left neat and tidy. Learners may not write or scratch on any furniture.
5. Learners may not eat in the classroom without permission.
6. Learners must treat teachers, other staff members and fellow learners with dignity and respect.

7. I, the learner:
- 7.1 Will take care of Ainos' property as if it is my own.
 - 7.2 Will never take something that belongs to someone else.
 - 7.3 Will be friendly and helpful every day.
 - 7.4 Will never swear or use foul language.
 - 7.5 Promise to be obedient and to comply with these rules, as it is there for my own protection.
8. Ainos must be a pleasant and safe place where everybody is happy.

Father

Mother

Name & surname

Name & surname

Date

Date

Learner

Name & surname

Date