

Campus 1
91 Mercury Street
Farrarmere
Benoni
Tel: 071 355 6033
Email: chante@raisingstars.co.za



Registration Number: K2019542401

Campus 2
C/O 86 Southy & Main Road
Farrarmere
Benoni
Tel: 083 557 4864
Email: kaylee@raisingstars.co.za

OFFICE USE Account Number: Birthday:

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLLMENT

The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the child to be successfully enrolled and retained at Raising Stars Child Care.

PLEASE TICK APPROPRIATE CAMPUS:		Campus 1 – Mercury Street		Campus 2 – Main Road	
Personal details of child and parents/guardian					
Full name and surname of child					
Date of Birth:					
Residential address of child					
Date child starts school:				Half Day:	Full Day:
Full name and surname of father					
Identity number of father					
Residential address if different from child					
Full name and surname of mother					
Identity number of mother					
Residential address if different from child					
Full name and surname of guardian if applicable					
Known allergies and/or illnesses					
Tel (mother)		(W)		(C)	
Tel (father)		(W)		(C)	
E-mail address (mother)					
E-mail address (father)					
Emergency Contact Details (NOT mother or father, this contact is in case we CANNOT get hold of the parents.)					
Name					
Tel		(W)		(C)	
Relationship to child					
Person responsible for payment of account					
Full names and Surname					
Identity Number					
Residential Address					
Employer					
Employment Capacity					
Employment Address					
Contact Number (W)				Email to send account to:	
Contact number of person responsible for paying account:					

The following documentation is to accompany this application with the R1 600.00 enrolment fee:

PLEASE NOTE THAT ENROLLMENTS WILL ONLY BE PROCESSED UPON RECEIPT OF THE DOCUMENTS BELOW.

- a) Copy of child's birth certificate;
- b) Copy of child's immunisation record;
- c) Copy of medical aid card;
- d) Copy of Identity Document of both parents/guardian

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1. DEFINITIONS

- 1.1. "Child" means the child or children (of any age) admitted by Raising Stars Child Care to be cared for;
- 1.2. "Contract" means this document, including all its annexures as well as any Policies;
- 1.3. "Enrolment Fee" means the fee paid by the Parent/s to cover all the administrative costs involved in registering a child at Raising Stars Child Care;
- 1.4. "Fee" means any amounts owing to Raising Stars Child Care for a child's enrolment, care and related activities at Raising Stars Child Care. Such Fees shall be clearly communicated to you in advance;
- 1.5. "Principal" means the person appointed by Raising Stars Child Care to be responsible for the day-to-day management of Raising Stars Child Care, including anyone to whom such duties have been delegated;
- 1.6. "Parent" or "you" means each person who has signed this Contract as the parent or legal guardian of a Child;
- 1.7. "Parties" means the Parent/s and Raising Stars Child Care;
- 1.8. "Policies" means the rules and principles adopted by Raising Stars Child Care, as published by Raising Stars Child Care from time to time, which are used to regulate the day-to-day running of Raising Stars Child Care.
- 1.9. "Rules" means the rules of Raising Stars Child Care, a copy of which is provided to Parents;
- 1.10. "School fees" means money fees payable in respect of the care and education of your child.

2. OBLIGATIONS OF RAISING STARS CHILD CARE

- 2.1. The enrolment of a child to Raising Stars Child Care is at the discretion of the Principal who may refuse a child's enrolment to Raising Stars Child Care without giving reasons therefor.
- 2.2. We undertake to exercise reasonable skill and care in respect your child's care, education and welfare.
- 2.3. Your child's progress will be monitored. We will advise you if your child's progress is concerning to the staff of Raising Stars Child Care.

3. DISCLAIMERS

- 3.1. Raising Stars Child Care does not accept liability for theft or loss of, or damage or destruction to any property of whatever nature brought on to Raising Stars Child Care's premises by you or your child, however reasonable precautions will be taken in this regard;
- 3.2. Unless specifically indicated otherwise, you consent to your child participating, under proper supervision, in activities offered by Raising Stars Child Care, including games, sports and cultural events;
- 3.3. **Raising Stars Child Care will make every effort to provide a safe and secure environment, however it is specifically recorded that Raising Stars Child Care does not accept liability for accidents, injuries or disability caused to your child while at the premises of Raising Stars Child Care;**
- 3.4. Malicious damage to property and/or property of Raising Stars Child Care will be regarded in a most severe light and may result in claims for damages, suspension and/or expulsion of the child.

4. PARENT'S GENERAL OBLIGATIONS

- 4.1. You shall inform Raising Stars Child Care of any special educational needs of your child known to you.

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- 4.2. You are required keep the staff of Raising Stars Child Care informed of matters which affect your child; maintain a courteous and constructive relationship with staff of Raising Stars Child Care; and attend meetings and otherwise keep in touch with Raising Stars Child Care where your child's interests require you to do so.
- 4.3. The Principal may, at his/her discretion, require you to remove, suspend and/or expel your child from Raising Stars Child Care, if he/she considers that your child's behaviour is unacceptable and in the reasonable opinion of the Principal the child's removal, suspension and/or expulsion is in Raising Stars Child Care's best interests or those of your child, other children or Raising Stars Child Care in general.
- 4.4. In the event of an occurrence as stated in paragraph 4.3 above, you will be liable for all fees to the end of the notice period.

5. RAISING STARS CHILD CARE POLICIES

- 5.1. You undertake to comply with all the policies and procedures of Raising Stars Child Care and acknowledge that it is your responsibility to make yourself familiar with the policies.
- 5.2. You are responsible for your child.
- 5.3. You will ensure that your child observes all Raising Stars Child Care rules and policies as far as reasonably possible.

6. ACCEPTANCE AND DEPOSIT/ENROLMENT FEE

- 6.1. Admission of your child is subject to you signing this contract and paying the enrolment fee.
- 6.2. Failure by your child to attend Raising Stars Child Care for any reason whatsoever (save for by reason of death or long term hospitalisation) will not reduce your liability for school fees.

7. PAYMENT OF FEES

- 7.1. It is your responsibility to pay the fees applicable to your child to attend Raising Stars Child Care. In the event that you fail to pay school fees as set out below, we reserve the right to cancel enrolment and/or keep retain the child's assessment reports and/or refuse the child's admission to the school.
- 7.2. School Fees are payable on the 1st day of each month in advance, save for January school fees which are payable on or before the 20th of December, unless otherwise agreed to in writing and signed by both parties.
- 7.3. School Fees that are not paid by the 1st day of every month (save in circumstances where otherwise agreed to in writing) will be subject to a penalty fee of R100. In addition a 10% penalty of the outstanding fee will be charged if payment is made more than 7 days after it has become due.
- 7.4. Should Raising Stars Child Care elect to take legal action against you in respect of default, you will be liable for all legal costs on the attorney and client scale as well as collection commission.
- 7.5. A certificate signed by the Principal and/or Administrator showing the outstanding amount due by you to Raising Stars Child Care shall be *prima facie* proof that the amount is due, outstanding and payable.
- 7.6. In the event that an arrangement has been made and any instalment of a fee which is payable is not paid on the due date; the entire balance outstanding will immediately become due and payable by you. No indulgence or grant of time by Raising Stars Child Care will constitute a waiver of its rights under this contract or otherwise.
- 7.7. You are entitled to elect whether to pay Raising Stars Child Care fees termly or monthly. Raising Stars Child Care does not accept annual fees paid in advance.

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7.8. Raising Stars Child Care fees will be reviewed from time to time and may be increased by an amount which Raising Stars Child Care considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term.

8. PROTECTION OF PERSONAL INFORMATION

8.1. By entering into this contract, and unless you at any time instruct Raising Stars Child Care expressly and in writing to the contrary, your consent is given for Raising Stars Child Care to:

8.1.1. Contact, request and obtain information from any credit provider or registered credit bureau relevant to an assessment of your behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness;

8.1.2. Furnish information concerning your behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness to any registered credit bureau or to any credit provider (or potential credit provider) seeking a reference regarding the account conduct; and

8.1.3. Include photographs, with or without name, of your child in Raising Stars Child Care publications, or in press releases to celebrate Raising Stars Child Care' or your child's activities, achievements or successes.

8.2 Raising Stars Child Care may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to Raising Stars Child Care that it may do so. Should this be the case, Raising Stars Child Care may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.

9. TERMINATION AND NOTICE REQUIREMENTS

9.1. This contract will terminate when your child reaches the age of 6 (six) years, unless otherwise terminated on the terms of this contract.

9.2. You have the right to cancel this contract at any time, for any reason, provided that you give Raising Stars Child Care one calendar months' notice, in writing, of this intention before the withdrawal of the child from Raising Stars Child Care. Alternatively, a month's fee is payable to Raising Stars Child Care in lieu of notice. Such amount is due and payable on the first day of the month which would have been the final month if the appropriate notice had been given. In the event that any fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

9.3. Raising Stars Child Care also has the right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract.

9.4. Raising Stars Child Care' alternative remedies remain reserved, Raising Stars Child Care may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees in the event of material breach and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from Raising Stars Child Care requiring you to do so. Raising Stars Child Care may claim payment of all moneys then owing and damages equal to one term's fees.

9.5. Raising Stars Child Care reserves the right to terminate the contract for the following reasons, *inter alia*:

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- 9.5.1. Failure by the parents to pay school fees;
- 9.5.2. Regular late collection of a child from Raising Stars Child Care's premises;
- 9.5.3. Failure to complete necessary forms;
- 9.5.4. Failure by the parents to co-operate with staff of Raising Stars Child Care;
- 9.5.5. Failure of child to adjust to the school and its environment after a reasonable time;
- 9.5.6. Physical or verbal abuse of any person or property by either the child or the parents of the child;
- 9.5.7. Inability by Raising Stars Child Care to meet the child's special needs;
- 9.5.8. Non-compliance with Handbook regulations;
- 9.5.9. Serious illness of a child;
- 9.5.10. Non-compliance with Raising Stars Child Care's illness policy.

10. GENERAL

- 10.1 For the purpose of this agreement the parties choose as their *domicilium citandi et executandi* the residential addresses stated on the registration form.
- 10.2 A party may at any time change its *domicilium* address by notice in writing, provided that the new *domicilium* address is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served.
- 10.3 In the event that a written notice is posted by registered post, emailed or given to the child personally it shall be deemed that you have received such written notice on the third business day after posting or the next day in the event of email or on the same day in the event of personal receipt by the child.
- 10.4 All the particulars that you may furnish or that you have furnished to Raising Stars Child Care on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.

11. JURISDICTION AND GOVERNING LAW

The contract is governed by South African law. In terms of section 45 of the Magistrate's Court Act, you agree that Raising Stars Child Care may sue in a Magistrate's Court, even if the amount of its claim is greater than would otherwise be allowed.

12. VARIATIONS

We reserve the right to change or add to these terms and conditions from time to time. Raising Stars Child Care will give you at least a term's notice of any such modifications.

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INDEMNITY

I, _____, parent / guardian* of _____
_____ hereby grant permission for him/her to participate in the activities of Raising Stars Child Care.

I understand that all reasonable precautions will be taken to ensure the safety of my child. However, should an injury or loss occur I shall be held liable for the payment of all medical, ambulance and/or hospital fees in respect of my child. I specifically indemnify and hold Raising Stars Child Care and its staff harmless against any claims whatsoever nature arising out of any injury, damage or loss sustained while in the care of Raising Stars Child Care.

I cede my power as parent/guardian of the aforesaid child to the staff of Raising Stars Child Care or their representatives, who will act *in loco parentis* should medical treatment / surgery to my child be deemed necessary and an emergency.

I declare that as far as I know, my child is able to participate in various physical activities and that he/she is in good health. I further understand that my child will be taken to the nearest private medical facility in the event that an emergency or loss occurs.

*delete whichever is not applicable

Parents:

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

Mother's/Guardian's* signature

*delete whichever is not applicable

Father's signature

Raising Stars Child Care Representative:

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

Raising Stars Child Care Representative's signature

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ADDENDUM TO CONTRACT OF ENROLMENT

I, _____, parent / guardian of _____
_____ hereby acknowledge **the following**:

- a) School fees are payable in full for the month of December each year;
- b) In the event that I wish to terminate my child's enrolment at Raising Stars Child Care, for any reason whatsoever, I shall give the appropriate 1 months' notice no later than 1 October of any given year.
- c) In the event that I submit notice of cancellation later than 1 October my child will not be permitted to re-enrol to Raising Stars Child Care the following year.

Signed at _____ on this _____.

Parent / Guardian

Notice to parents: School fees may be paid in advance. If you wish to pay an additional amount each month in order to lighten your financial burden for December such additional payments will be allocated for December school fees, provided that no amounts are outstanding.

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