



AGREEMENT INCORPORATING THE DAY MOTHER'S ADMITTANCE FORM

This agreement is an agreement entered into by and between:

Lynn Els trading as Shongololies Daycare with main place of business at
102 Without Ave Weltevreden Park Roodepoort 1709

Contact number 0828223642

(HEREINAFTER REFERRED TO AS "THE DAY MOTHER")

AND

RESIDENTIAL ADDRESS: _____

_____ TEL NO _____

(HEREINAFTER REFERRED TO AS "THE PARENT")

(Copy of parents' Identity document is required)

DECLARE:

THE DAY MOTHER TAKES _____

(HEREINAFTER REFERRED TO AS "THE CHILD")

(A copy of the birth certificate is required)

from _____(date) INTO HER CARE, SUBJECT TO

THE FOLLOWING CONDITIONS:

OBJECTIVE

The main objective of Shongololies Daycare is to promote the physical, educational, individual, loving care, in a homely atmosphere for babies, toddlers and pre-schoolers.

1 REMUNERATION

1.1 Remuneration for care

Remuneration is payable over a 11 month or 12 month cycle, to be arranged on signature of contract. Leave pay is included. The remuneration may be increased from time to time as agreed between the parties. Fees are payable in advance on signature hereof in respect of the first month of care and thereafter on or before the 7th day of each preceding month. If the Parent does not comply timeously with the conditions of this clause, the Day Mother is entitled to charge a penalty of 10% (ten per cent) on each and every such late payment and may also refuse to take the Child into her care until such moneys and penalties have been paid. No refund will be allowed for such periods, during which the Child is not placed in the care of the Day Mother, during the existence of this agreement.

2 TERMINATION

Either party can terminate this agreement by giving 30 (thirty) days written notice. It is agreed between the parties that letters, faxes and e-mails will be accepted as sufficient notice in this regard.

3 ENROLEMENT FEE

3.1 The Parent shall pay an enrolment fee of R700-00 on the date of enrolment to reserve space for the child.

4 LEAVE

4.1 The Day Mother is entitled to take 22 working days leave per annum in accordance with the Labour Relations Act. The Day Mother reserves the right to close the Daycare Centre for holidays subject to consultation between the parties and subject to a minimum of 2 (two) months prior notice.

4.2 If an emergency arises relating to the immediate family of the Day Mother or the Day Mother herself, the Day Mother shall be entitled to take the necessary compassionate/family responsibility leave for a period not exceeding 3 (three) working days, as defined by the Labour Relations Act.

5 SICK LEAVE

The Day Mother is entitled to sick leave as regulated by the Labour Relations Act, not exceeding 36 days over a 3 (three) year cycle.

6 TIME OF CARE

- 6.1 From Monday to Friday, with the exclusion of public holidays when no such service shall be rendered, the Child will remain in the care of the Day Mother from 06H30 to 17H30 punctually. A penalty of R30-00 per hour or part thereof shall be charged and shall be payable immediately should the Child be collected late, unless alternative prior arrangements to the contrary have been made and agreed to with the Day Mother.
- 6.2 Should the Parents require the Child to be taken care of outside the time stipulated in clause 6.1 above, these arrangements are purely at the Parent's risk and at a fee to be negotiated and agreed upon. The Day Mother will not be held responsible or liable for any arrangements made with Day Mothers and/or Assistants with or without remuneration. The parties agree that the Day Mother is indemnified against any claims arising out of these arrangements.

7 DAILY NECESSITIES

All clothes and possessions of the child must be clearly marked. Sufficient alternative clothing and daily necessities, as determined and agreed upon by the Day Mother and the Parent's, must be supplied.

8 HEALTH RULES

The following health rules shall be applicable but are not limited to the minimum standards set by the Health Department:

- 8.1 If the Child suffers from any ailment, or incurable illness, the Parent shall inform the Day Mother thereof. Arrangements in respect of the administration of medicine shall be made in accordance with the provisions of clause 8.7 hereof.
- 8.2 If the Child contracts a children's disease, tonsillitis or any contagious sickness including any contagious alimentary canal disorder, (i.e. Diarrhoea and Gastro Enteritis), the Parent shall remove the Child immediately from the care of the Day Mother and further arrangements shall be made in accordance with the legislation of the applicable health regulations. A medical practitioner must confirm a Child's recovery from the abovementioned sickness or disorder before the Child is once again placed in the care of the Day Mother.
- 8.3 If the Day Mother's own children contract a contagious sickness as described above, they shall be separated from the other children so that there is no contact with the ill child. Parents will be notified of such sickness as soon as possible.
- 8.4 Immunisation and vaccination must be done in accordance with the prescribed laws and the Parent must present the necessary certificates at the request of the Day Mother.
- 8.5 If the Child is sick, the Parent shall inform the Day Mother as soon as possible that the Child will not be brought for care.
- 8.6 The Day Mother shall inform the parent immediately should the Child, whilst he/she is in the care of the Day Mother, fall ill or be injured. If the Day Mother is reasonably of the opinion that the Child is at any stage too ill to be accepted for care, the Day Mother may refuse to receive such Child for care.

- 8.7 All medicines to be administered to the Child must be provided and recorded by the Parent in writing. The Day Mother shall administer the medicine. Instructions regarding the type of medicines, the Parent must furnish the quantity to be administered and the frequency of the administration, in writing to the Day Mother. Prior to such instructions the Day Mother shall not be expected to administer any medicine, except if requested telephonically and said request is confirmed by way of fax or e-mail.
- 8.8 In the event of any emergency, the Day Mother reserves the right to request the assistance of accredited rescue personnel and the Day Mother reserves the right to take the Child, for the account of the Parent, to the nearest Medical Facility.
(A copy of the parent's medical aid card is to be provided).

9 FOOD

If the Child is in any way allergic to specific foods or have any special dietary requirements, the Day Mother must be notified thereof and the Parent must supply such special food as is necessary. Baby milk, juices and purity food shall be supplied by the Parent to the Day Mother.

10 INDEMNITY

The Parent indemnifies the Day Mother against any claims arising out of any injury to the Child or as a result of any illness the Child contracts during the care of the Child, excluding such injuries, which are intentionally and/or grossly negligently caused by the Day Mother herself. The Parents further indemnify the Day Mother against any loss in respect of the clothes and possessions of the Child as referred to in clause 7 which may occur whilst the Child is in the Day Mother's care.

11 CONTROL

- 11.1 The Parent consents hereto that the Child may be fetched by:
_____ with ID number _____
residing at _____.
- 11.2 Subject to the exception as contained in paragraph 11.1 above, the Day Mother shall not release the Child into the custody of any another person unless the Parent has given proper written notice in advance, accompanied by the person's identity document which will be requested for presentation when the 3rd party fetches the Child.
- 11.3 If a dispute between Parents, divorced parents and/or any authorised party, regarding the abovementioned aspects arises, the Child shall only be returned into the care of the person that left the Child with the Day Mother. At all times the Day Mother will not interfere with the *status quo ante*.

12 VISITORS

Unless otherwise arranged with the Day Mother, the Parent/s and relatives shall not visit the Day Mother and/or the Child during the hours of care, as this may upset the Child and the Daycare activities and prohibits the Day Mother from performing her duties.

SIGNED at _____ ON THIS ____ DAY OF _____ 20____.

Day Mother

Father

Identity number

Mother

Identity number

Witness



NAME OF DAYCARE: SHONGOLOLIES DAYCARE

NAME OF DAY MOTHER: LYNN ELS

TEL NO: 0828223642

PHYSICAL ADDRESS: 102 WITHOUT AVE WELTEVREDEN PARK

ADMITTANCE FORM

Name of Child: _____

Surname: _____

Date of birth: _____

(Copy of Birth Certificate req)

Ranking of Child in family: _____
(i.e 1st born, 2nd born etc)

Number of children in family: _____

Home tel no: _____

Home address: _____

Religion: _____

Name of Father: _____

ID no of Father: _____
(Copy of ID required)

Telephone no of father (Work) _____
(Cell) _____

Occupation of father: _____

E-mail address of father: _____

Name of mother: _____

ID no of Mother: _____
(Copy of ID required)

Tel no's of mother (Work) _____
(Cell) _____

Occupation of mother: _____

E-mail address of mother: _____

Neighbours, Family or Friend

Names & Tel no's: _____

Vaccinations:

D.W.T. IMMUNISATION: 1 _____ 2 _____ 3 _____

POLIO: 1 _____ 2 _____ 3 _____

B.C.G. _____ MEASLES _____ MMR _____

(Copy of immunisation card required)

Previous illnesses: _____

Allergies, Disabilities or
Special Dietary prescriptions _____

Other specific challenges
(e.g. Hyperactivity, epilepsy etc) _____

Toilet habits acquired: YES / NO

Name of family doctor: _____

Telephone number _____

Name of Paediatrician: _____

Telephone number _____

Name of Medical Aid: _____

Medical Aid No: _____

Ambulance Service to

Be used i.t.o. Medical Aid

Stipulations: _____

Hospital to be used i.t.o.

Medical Aid stipulations: _____

Any special prescriptions

in respect of the child's care: _____

SIGNED at _____ on this the ____ day of _____ 20 ____.

Signature of Day Mother

Signature of Father

Signature of Mother