



Lil Angels Daycare and Aftercare Centre
Daycare: 44 South Road, Tableview, 7441
 Tel: 021 556 2121 Fax: 021 556 2121
Aftercare: 23 Fairway Road, Tableview, 7441
 Tel: 021 556 2452 CELL: 084 656 0437

Email: info@lilangelsdaycare.co.za
 Website: www.lilangelsdaycare.co.za

AGREEMENT OF ENROLMENT

1. PARTIES

1.1. The parties to this agreement are –

1.1.1. **Full Name & Surname:** _____
ID NUMBER: _____

and

Full Name & Surname: _____
ID NUMBER: _____
 (“the Parent(s)”);

and

1.1.2. **ANDREA NELLA JAKUBOWSKI t/a LIL ANGELS DAYCARE & AFTERCARE CENTRE situated at 21 Fairway Road Table View 7441** (“Lil Angels Daycare”).

1.2. The parties agree as set out below.

2. DEFINITIONS

CLAUSE	TERM / WORD	DEFINITION
2.1	<i>the/this agreement</i>	Shall mean the agreement contained in this document including its annexures
2.3	<i>parties</i>	Shall mean the Parent(s) and Lil Angels
2.4	<i>Schedule</i>	Shall mean the Schedule attached hereto which is an integral part of this agreement
2.5	<i>services</i>	Shall mean the services described in clause 5 and its subparagraphs
2.6	<i>the nursery</i>	Shall mean the separate building where children between the ages of 3 months up until 3 years old.
2.7	<i>Pre-primary care</i>	Shall mean the children from 4 years up until 6 years old.
2.8	<i>Full day care</i>	Shall mean the care for child between the hours of 06h30 – 18h00 Mondays – Fridays (excluding public holidays). Includes breakfast, cooked lunch and afternoon snack.

2.9	<i>Three quarter day care</i>	Shall mean the care for child between the hours of 08h00 – 14h30 Mondays – Fridays (excluding public holidays). Includes breakfast, cooked lunch and afternoon snacks.
2.10	<i>Half day care</i>	Shall mean the care for child between the hours of 08h00 – 12h30 Mondays – Fridays (excluding public holidays). Includes breakfast, cooked lunch
2.11	<i>Aftercare</i>	Shall mean the care for child between the hours of 6h30 – 7h30 (optional) and 12h45 -18h00 Mondays – Fridays (excluding public holidays). Including cooked lunch and a snack, taking and collecting children at school is optional.
2.13	<i>the child</i>	Shall mean the child with details as stipulated in the application form
2.14	<i>the application form</i>	Shall mean the application form for the enrolment of the child, which form shall be attached and form part of this agreement upon acceptance of application by Lil Angels

3. APPOINTMENT

3.1. The Parent(s) hereby appoints Lil Angels to render the Services.

4. DURATION

4.1. This agreement shall commence on the _____ (day) day _____ (month) _____ (year) and terminate on the _____ (day) day _____ (month) _____ (year), unless terminated earlier by either party in terms of this agreement.

4.2. The Nursery closes annually for 15 working days over December and January. (Fees are payable in full for December)

5. SERVICES

5.1. Lil Angels shall provide the following services: (*delete inapplicable*) pre-primary care / full day care / three quarter day care / half day care / aftercare.

5.2. Lil Angels follows a daily structured program of activities including art, music, movement and drama. The general program is attached as **Annexure “A”**. Lil Angels shall provide reports on a quarterly basis to the Parent(s). Meals shall be provided to the child (if applicable), the general menu is attached as **Annexure “A”**. Lil Angels shall take the child to the school and collect the child from school if requested to do so by the Parent(s) in accordance with clause 11 below.

5.3. Birthday parties are facilitated upon request and subject to the relevant rules.

5.4. Weekends and public holidays are excluded from the services.

6. FEES & REMUNERATION

- 6.1. A non-refundable application fee of R600.00 shall be paid on date of application of registration of the child at Lil Angels.
- 6.2. The Parent(s) shall pay the fees per month ("*the monthly fee*") to Lil Angels.
- 6.3. Should the school be closed on a day which is not a public holiday an additional fee will be charged at the discretion of Lil Angels.
- 6.4. The Parent(s) shall be liable for payment of the monthly fee regardless of whether the child is absent from Lil Angels, whether due to illness, holiday or any other reason.
- 6.5. All fees are due and payable on or before the 25th day of each month, monthly in advance.
- 6.6. A penalty fee of 15% of the amount due shall be charged on payments made after the 25th day of each month.
- 6.7. **Payment shall be made to the following banking account:**
- 6.8. **AFTERCARE:**
ACCOUNTHOLDER: Lil Angels Aftercare PTY LTD
BANK: Standard Bank
ACCOUNT NUMBER: 10108730008
BRANCH NUMBER: 051001
REFERENCE: NAME AND SURNAME OF CHILD
- 6.9. **Kindly note that cash payments will be accepted.**
- 6.10. Should the child not be collected before 18h00, a baby-sitter will be appointed to care for the child at an additional fee of R30,00 per hour which shall be payable directly to the baby-sitter on collection of the child.

7. CONTACT PERSONNEL & GENERAL COMMUNICATION

- 7.1. All communication / grievances should be directed to _Andrea Jakubowski Tel no_0846560437/_/_info@lilangelsdaycare.co.za___ between the hours of _8.00am until 5.00pm Monday to Friday.
- 7.2. The Parent(s) shall inform Lil Angels before _9.00am___ should the child not be attending Lil Angels for the day.
- 7.3. The child's notebook will also be used as communication between Lil Angels and the Parent(s). The Parent(s) must sign the notebook after reading the relevant written message to him/her to acknowledge receipt.

8. SICKNESS AND MEDICATION

- 8.1. The Parent(s) shall be required to inform Lil Angels in writing of any medical condition the child may have.
- 8.2. Should the child be required to take medicine during the day and/or for a specific activity whilst in the care of Lil Angels, the Parent(s) must ensure that the child has enough of the medication with him/her.
- 8.3. If the Parent(s) require Lil Angels to administer certain medicine to the child, the appropriate request and consent, attached as **Annexures "B" and "C"**, must be fully completed signed and pasted in the child's notebook.
- 8.4. Any medication provided to Lil Angels must be clearly labeled and collected by the Parent(s) when required.
- 8.5. In the event of the child sustaining injuries and or falling ill and need medical treatment Lil Angels will:

- 8.5.1. take all necessary steps to liaise with the Parent(s) concerned in order to obtain permission for such medical treatment.
- 8.5.2. establish whether permission is required for such medical treatment if the Parent(s) cannot be contacted.
- 8.5.3. Should the Parent(s) not be reached timeously, the child will be taken to the doctor listed in the application form, alternatively to the closest doctor / medical Centre.
- 8.6. Should the child have lice and/or a contagious disease, he/she will not be allowed to attend Lil Angels before a doctor's clearance certificate is produced.
- 8.7. Any allergy the child may have must be brought to the attention of Lil Angels immediately.

9. PROPERTY

- 9.1. All property, including but not limited to clothing and bottles, must be marked clearly.
- 9.2. Any property not belonging to the Parent(s) / child must be returned to Lil Angels the following day.
- 9.3. No expensive jewelry (especially earrings/watches) and hair accessories are to be worn.

10. GENERAL RULES:

- 10.1. The child is not allowed to:
 - 10.1.1. Bring toys for Lil Angels.
 - 10.1.2. Bring any cap guns, pellet guns and or sharp instruments to Lil Angels.
 - 10.1.3. use offensive language.
 - 10.1.4. physically or verbally abuse another child / employee of Lil Angels.
 - 10.1.5. destruct any property and/or equipment not belonging to him/her.
- 10.2. The Parent(s) and/or the child shall abide by the rules of Lil Angels, as communicated from time to time.
- 10.3. The Parent(s) shall ensure that the child has the relevant items listed in the list of requirements which will be handed to the Parent(s) from time to time by Lil Angels.
- 10.4. Lil Angels shall be entitled to expel the child and / or to terminate this agreement in the event of non-compliance with Lil Angels' rules.

11. TRANSPORT

- 11.1. Should Lil Angels be required to collect the child from the school, same must be requested in writing and the indemnity form attached as **Annexure "D"** must be signed by the Parent(s).

12. BREACH

- 12.1. In the event of either of the parties ("**the defaulting party**") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 5 (five) days after receipt of a written notice from another party ("**the aggrieved party**") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice, claim and recover damages from the defaulting party.
- 12.2. Any indulgence or extension of time granted to the Parent(s) by Lil Angels in relation to any breach or default by the Parent(s) in terms hereof shall not be deemed to constitute a waiver of any of Lil Angels' rights granted under this Agreement and any indulgence which may be shown the Parent(s) under this Agreement in respect of the payment of any monies hereunder, shall in no manner

prejudice Lil Angels' rights to insist thereafter on the strict fulfilment of the Parent(s)'s obligations under this Agreement.

13. TERMINATION

- 13.1. The Parent(s) may terminate this agreement for convenience and without cause at any time by giving the other party at least 30 (thirty) days' prior notice, designating the termination date.
- 13.2. Should the Parent(s) fail to provide notice as required above, Lil Angels shall be entitled to claim an amount equal to one month's fees, as stipulated in clause 6.2, from the Parent(s).
- 13.3. In the event of the Parent(s) failing to effect payment of any amounts due and payable within 5 (five) days of written notice requesting payment, Lil Angels shall be entitled to terminate this agreement with immediate effect and claim all amounts outstanding from the Parent(s).
- 13.4. If in order to recover any amount due by the Parent(s) to Lil Angels arising out of this Agreement, Lil Angels institutes any proceedings against the Parent(s), Lil Angels shall be entitled to recover from the Parent(s) all fees and expenses and disbursements charged by the attorneys instructed by Lil Angels to act for it on the scale applicable to charges which an attorney may charge against the attorney and his own client, including any collection commission and interest at the prevailing rate then applicable.
- 13.5. Lil Angels shall be entitled to cancel the Agreement with immediate effect in the event of non-disclosure of any physical, mental or psychological behaviour of the child that was not disclosed to Lil Angels before acceptance of application.

14. NOTICES AND DOMICILA

- 14.1. The parties choose as their *domicilia citandi et executandi* their respective addresses set out in the application form for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
- 14.2. Any change in the Parent(s)'s home- and/or work- and/or e-mail address and telephone numbers must be communicated to Lil Angels in writing within 48 hours of such change.
- 14.3. For purposes of this agreement the parties' respective addresses shall be as set out in the application form or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned shall be changed to a post office box or *poste restante*.
- 14.4. Any notice given in terms of this agreement shall be in writing and shall -
 - 14.4.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or
 - 14.4.2. 7 (seven) days after the date of posting thereof (including the date of posting) if posted by prepaid registered post.
- 14.5. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of electronic mail transmission shall be adequate written notice or communication to such party.

15. INDEMNITY

- 15.1. The Parent(s) hereby expressly indemnifies and holds harmless Lil Angels against all and any actions, suits, proceedings, claims, demands, costs and expenses of whatsoever nature and howsoever incurred which may be taken or made against her/it or be incurred or become payable by her/it arising out of the rendering of the services in terms of this agreement.

16. DISCLAIMER

- 16.1. Lil Angels, its agents, employees, or contractors shall have no liability whatsoever for any loss of, or damage to, any property of my/our child or any person, nor for any personal injury or death of my/our child or any person whatsoever, howsoever any loss, damage or injury or death shall arise, including that arising from any negligence, gross negligence, act or omission of Lil Angels or its agents, employees, contractors or any other person duly authorized to act for and on behalf of Lil Angels.
- 16.2. The Parent(s) hereby expressly acknowledges that they understand the content and consequences of a foregoing and irrevocably agrees to same, as further confirmed by Annexure E.

17. GENERAL

- 17.1. SEVERABILITY: Each provision of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this agreement. If any of the provisions of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this agreement shall be and remain of full force and effect.
- 17.2. OPERATION: The expiration, cancellation or other termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 17.3. This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.
- 17.4. No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement, or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.
- 17.5. Should two or more persons sign this Agreement as the Parent(s), the said persons shall be liable, *in solidum*, for the due performance of their obligations in terms of this Agreement.
- 17.6. This agreement is signed by the parties on the dates and at the places indicated opposite their respective names.
- 17.7. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- 17.8. The persons signing this agreement in a representative capacity warrant their authority to do so.

I/we expressly confirm that we understand the content hereof and unconditionally agree to same.

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

WITNESSES:

1. _____

(SIGNATURE)
NAME & SURNAME:

2. _____

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

WITNESSES:

1. _____

(SIGNATURE)
NAME & SURNAME:

2. _____

ANNEXURE A

DAILY PROGRAM

7.00 AM	ARRIVAL TIME
8.30AM	BREAKFAST
9.00AM	MORNING RING
9.30AM	CREATIVE ACT
10.00AM	SNACK TIME
10.30AM	FREE-PLAY
11.00AM	STORY/MUSIC RING
11.30AM	OUTDOOR PLAY
12.00PM	LUNCH TIME
12.30PM	NAP TIME
14.00PM	SNACK TIME
14.30PM	EDUCATIONAL TOYS
15.00PM	STORY
15.30PM	OUTDOOR ACT
16.30PM	PREPARE FOR HOME TIME
17.00PM – 18.00PM	HOME TIME

MENU

MEAL	DAY	DESCRIPTION
Breakfast	Daily	Oats, white porridge or Malta Bella Summer – different types of cold cereal e.g. Weetbix
Morning snack	Daily	Parent(s) to supply a healthy snack daily
Lunch		
	Monday	Thick Chicken and vegetable soup
	Tuesday	Sausage Rolls and Chips
	Wednesday	Pasta with mince (Bolognese)
	Thursday	Chicken or beef vegetable stew with pumpkin and rice.
	Friday	Hot dogs
Afternoon snack	Daily	Sandwiches and juice

*** Lil Angels reserve the right to amend the daily program and/or menu without notice to the Parent(s)**

ANNEXURE B

REQUEST TO ADMINISTER PRESCRIBED MEDICATION

Date:

Dear Lil Angels,

Consent for prescribed medication

I am writing to inform you that _____ (child's name) has been prescribed the following medication by his/her GP

_____ (medication name)
_____ (medication dosage)
_____ (administration method)

The above medication is required at the following times during the day and whilst in the care of Lil Angels:

_____ (intervals or circumstances).

It is necessary for the medication to be stored by Lil Angels and administered to _____ (child's name) at the times indicated above.

_____ (child's name) is / is not able to administer the medication independently and therefore will / will not require assistance from staff.

I hereby give my consent for the above to take place whilst my child is in the care of Lil Angels. I agree to take full responsibility for the delivery of the medication to Lil Angels and ensure that all medication is within the expiry date.

I/we expressly confirm that we understand the content hereof and unconditionally agree to same.

Full Name of Parent(s)/Guardian _____

Signature of Parent(s)/Guardian _____

Date _____

ANNEXURE C

CONSENT TO ADMINISTER MEDICATION

“The Medicines and Related Substances Amendment Act, 2002”

As a result of the above act, schools are **no longer permitted to administer** non-prescription (i.e.” over the counter”) or homeopathic medicines. Therefore, the written consent from a child’s Parent(s)/guardian is required.

I, _____ the undersigned, hereby confirm my consent for Lil Angel to administer the following medication :- (Please tick the appropriate block)

PANADO – for a headache or fever

ANTIHISTAMINE for allergies related to pollen / stings / bites

To (Full name of Child) _____

Full Name of Parent(s)/Guardian _____

Signature of Parent(s)/Guardian _____

Date _____

When a child is not well enough to remain at school, Parent(s) will be contacted to collect them. In the event of this occurring, please provide details for the relevant person to be contacted.

Name & relationship to child _____

Landline telephone number _____

Cell phone number _____

Person to be contacted in case of an emergency:

Name & relationship to child _____

Landline telephone number _____ Cell phone number _____

I/we expressly confirm that we understand the content hereof and unconditionally agree to same.

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

WITNESSES:

1. _____

(SIGNATURE)

NAME & SURNAME:

2. _____

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

WITNESSES:

1. _____

(SIGNATURE)

NAME & SURNAME:

2. _____

ANNEXURE D

REQUEST TO TAKE CHILD TO SCHOOL AND/OR COLLECT CHILD FROM SCHOOL

I /we, _____ (full name and surname) with identity number: _____ and _____ (full name and surname) with identity number: _____, being the Parent(s)(s) and/or guardian(s) of _____ (child's full name and surname) ("the child"), hereby requests Lil Angels to take the child to and/or collect the child from the school.

Lil Angels, its agents, employees, or contractors shall have no liability whatsoever for any loss of, or damage to, any property of my/our child or any person, nor for any personal injury or death of my/our child or any person whatsoever, howsoever any loss, damage or injury or death shall arise, including that arising from any negligence, gross negligence, act or omission of Lil Angels or its agents, employees, contractors or any other person duly authorised to act for and on behalf of Lil Angels in the course of the aforementioned activities.

I/we expressly confirm that we understand the content hereof and unconditionally agree to same.

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

WITNESSES:

1. _____

(SIGNATURE)

NAME & SURNAME:

2. _____

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

WITNESSES:

1. _____

(SIGNATURE)

NAME & SURNAME:

2. _____

ANNEXURE E

CONSENT AND INDEMNITY

I /we, _____ (full name and surname) with identity number: _____ and _____ (full name and surname) with identity number: _____, being the Parent(s) and/or primary caregiver(s) of _____ (child's full name and surname) ("the child"),

hereby give consent for my/our child to take part in the activities of Lil Angels, including classroom and/or playground activities, as well as such educational and/or recreational excursions that may be arranged by Lil Angels.

I/we request that Lil Angels and/or any of its employees, agents or contractors be appointed to oversee my child and act *in loco Parent(s)is* during the course of such activities.

I/we hereby expressly indemnifies and holds harmless Lil Angels against all and any actions, suits, proceedings, claims, demands, costs and expenses of whatsoever nature and howsoever incurred which may be taken or made against myself/us or be incurred or become payable by myself/us arising out of the activities.

Lil Angels, its agents, employees, or contractors shall have no liability whatsoever for any loss of, or damage to, any property of my/our child or any person, nor for any personal injury or death of my/our child or any person whatsoever, howsoever any loss, damage or injury or death shall arise, including that arising from any negligence, gross negligence, act or omission of Lil Angels or its agents, employees, contractors or any other person duly authorised to act for and on behalf of Lil Angels in the course of the aforementioned activities.

I/we expressly confirm that we understand the content hereof and unconditionally agree to same.

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

WITNESSES:

1. _____

(SIGNATURE)
NAME & SURNAME:

2. _____

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

WITNESSES:

1. _____

(SIGNATURE)
NAME & SURNAME:

2. _____