



The Autism Fountain

THE AUTISM FOUNTAIN BOARDING **HOUSE** **PARENT CONTRACT**

THIS AGREEMENT IS MADE AND ENTERED

BETWEEN

THE AUTISM FOUNTAIN BORDING HOUSE

(Herein represented by the PRINCIPAL)

AND

(Identity number: _____)

(The parent of _____)

NOW IT IS HEREBY AGREED by and between the parties hereto that they will adhere to all the rules and regulations set out below in this agreement and that the Parent/s of the Child admitted to the boarding house undertake to co-operate in any way necessary if and when requested to do so in whichever manner required or requested by the Principal or staff member of The Autism Fountain.

IMPORTANT NOTICE

By signing and initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of The Autism Fountain, which form part of this Contract. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.

We do understand that often the Child is in the care of a Guardian and therefore where it reads "parent" it may included and accepted as "guardian".

This Contract contains clauses which appear in similar text style to this notice and which:

1. may limit the risk or liability of The Autism Fountain or a third party; and/or

2. may create risk or liability for your; and/or
3. may require you to indemnify The Autism Fountain or a third party; and/or
4. serve as an acknowledgment, by you, of a fact.

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your statutory consumer protection right will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or The Autism Fountain in terms of the Consumer Protection Act.

1. ACCEPTANCE INTO THE BOARDING HOME

- 1.1 The Autism Fountain Boarding home caters for boy and girls at present.
- 1.2 Acceptance of the Child into the boarding house shall be at the discretion of the Principal who shall consider the individual needs and requirements of the Child for whom application is made.
- 1.3 One accepted into the boarding house the Parents undertake to work together with the Principal or staff in whichever way required or requested in order to be beneficial to the Child.
- 1.4 The rules, instructions and practices contained in this agreement are built with a view to promote general well-being of the larger community of learners at The Autism Fountain Boarding House and it is therefore imperative for Parents to comply with the said rules, instructions and practices. Parents should also realise that the Boarding House facility is a courtesy The Autism Fountain offers to its Parents in order to assist Parents in having their Child attend The Autism Fountain.
- 1.5 The Principal may at any time, in the interest of the Child or the interest of other Children residing at the boarding house, request the Parents to have the Child removed if in the Principal's sole discretion, the Child has failed to accept the discipline of the boarding house and his/her continued presence is detrimental to the interests of the other Children.

2. **PAYMENT OF FEES & DEPOSIT**

- 2.1 A non-refundable deposit of R1 000.00 (one thousand Rand) is payable per Child in order to secure your Child's acceptance into The Autism Boarding House. Acceptance into The Autism Fountain Boarding House is NOT secured until the abovementioned deposit has been paid.
- 2.2 You have an absolute responsibility for the payment of any fees applicable to your Child regarding boarding house fees. You also acknowledge that boarding fees are payable monthly (on the 1st day of every month) and in advance.
- 2.3 It is essential for Parents to remember that the month of December and January's fees MUST be paid in full and no exception will be made in this regard even though the Boarding House closes on the 10th of December. It is imperative for parents to understand that the boarding facility provided by The Autism Fountain was established in an effort to reach out to Parents in an attempt to assist with time and work schedules and without the punctual payment of the fees agreed upon the boarding house is unable to provide the services for which it was established or function at all. In the event of December and January's fees being outstanding your Child WILL not be allowed to return the following year and will forfeit his/her space in The Autism Fountain and boarding house.
- 2.4 You accept the Additional Goods/Services. The boarding house will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. You expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof. Such additional goods/services include payment for outings, nutrition or any other additional goods/services in terms of this Agreement.
- 2.5 Boarding fees shall increase every year. Fees will further increase in the event of an increase in respect of the Buffalo City Municipality tariff increase (water, rates, sewerage, electricity etc. Increase). Proper and reasonable notice of such escalation or increase shall be given to Parents before the end of every year.
- 2.6 You as a Parent/Guardian do understand that your Child suffers from behavioural problems and thus your Child might in the event of a fit of anger break or cause damage to The Autism Fountain or Boarding House property (i.e. break a window or shower head etc etc.) In the event of breakage or damage caused to The Autism Fountain or Boarding House property, you as the Parent/Guardian will be liable for the costs to repair or replace the broken/damaged property/item.

3. **NOTICE**

- 3.1 Should Parents no longer require the services of The Autism Fountain Boarding House for your Child we require that you provide us with written notice to the effect at least one month prior to removing your Child from the Boarding Home.
- 3.2 The Autism Boarding House does not accept November and December as notice months. Should Parents wish to give notice and not require the services of The Autism Fountain Boarding House any longer, the last day on which notice will be accepted is the last day of October each year.

4. **INDEMNITY**

- 4.1 The Autism Fountain boarding house understands the importance of the safety of your Child whilst in our care and we undertake to comply with all safety regulations applicable in operating a boarding house for Children with Autism and the utmost care shall be taken with each and every Child. Our staff is further fully trained to care for Children suffering from epileptic fits.
- 4.2 Notwithstanding the above Parents must remember that accidents cannot be excluded in life as such and in the event of an accident/unfortunate happening (which excludes the gross negligence of the staff of The Autism Fountain boarding house) The Autism Fountain cannot be held legally liable for any costs, claims, medical or other expenses regarding the Child.
- 4.3 Furthermore in the event of a Child suffering from epilepsy, has an epileptic fit whilst in our care or a Child suffering from muscle dystrophy undergoes a setback or in the event of death as a result of the condition the Child suffers from , the Parent/Guardian indemnifies The Autism Fountain /Boarding House (excluding circumstances where gross negligence is present) from any civil claims or criminal charges.

5. **RESPONSIBILITIES OF THE PARENTS**

- 5.1 It is the responsibility of the Parent to inform The Autism Fountain if your child has special needs (e.g. wearing nappies, is on medication or any other special need).
- 5.2 In the case of paragraph 4.1 above being applicable to your Child it is the Parent's responsibility to provide The Autism Fountain with nappies in the event of your child requiring such. In the event of your Child being on medication or suffers from allergies, the instructions regarding the medication or the allergic condition must

be in writing to The Autism Fountain and the medication must also be provided to The Autism Fountain by the Parents.

- 5.3 It is further your responsibility to inform us if your Child requires assistance with regards to activities like eating, getting dressed or using the toilet and what level of support/assistance your Child would require.
- 5.4 We further request that you as Parent should inform us if your Child has any likes or dislikes in terms of foods and drinks. **It is of the utmost importance for the staff to know if your child is allergic to any food, fruit or beverage.**
- 5.5 We require that every item belonging to your Child be clearly marked. The Autism Fountain Boarding House does not take any responsibility for the loss of belongings which were not clearly marked. Furthermore, we require a detailed list stating every item belonging to your Child (including clothing) upon arrival of your Child at The Autism Fountain Boarding House.
- 5.6 If your Child suffers from a behavioural problem, it is YOUR duty as parent to inform the Institution of the type of behavioural problem which your Child is suffering from and what would trigger the fit/tantrum or aggressive behaviour.

6. **ILLNESS POLICY**

- 6.1 In the event of your Child becoming ill whilst in our care and upon having been brought to your attention, immediate arrangement must be made by you for the Child to be collected from the boarding house. Children will only be allowed to return to the boarding house when they are free from any symptoms for a period of at least 24 hours. In some cases, we may need a doctor's note stating that the Child is clear to return to the boarding house.
- 6.2 Parents must further understand that children do get ill from time to time and in the event of your Child becoming ill The Autism Fountain Boarding House shall not be held responsible for your Child becoming ill.

7. **TRANSPORTATION OF CHILDREN**

- 7.1 In the event of it being necessary for staff members utilizing their private vehicles for transporting Children, Parents do understand that the staff shall do so with the utmost care and safety required.
- 7.2 The Autism Fountain ensures that the vehicle which is utilized for the transportation of the Children is at all times well maintained and safe, however in the event of an unfortunate happening (excluding negligence on the part of the Institution) The Autism Fountain may not be held liable for any damages or medical bills. The

Autism Fountain however also does have insurance which covers the vehicle as well as the Children in the event of the above mentioned happening.

8. **CLOSURE OF BOARDING HOUSE OVER WEEKENDS & HOLIDAY**

- 8.1 In the event of the boarding house closing for a period during June and December holidays, The Autism Fountain Boarding House undertakes to inform Parents well in advance in order for Parents to make the necessary and suitable arrangements regarding their Child.
- 8.2 The Autism Fountain Boarding House does not close as such over weekends however Parents may collect your Child over weekends. Parents however need to make proper arrangements with The Autism Fountain Boarding House prior to collecting your Child for the weekend.

9. **ALTERNATIVE DISPUTE RESOLUTION**

- 9.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.
- 9.2 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.

10. **JURISDICTION AND GOVERNING LAW**

- 10.1 The contract between you and the Boarding House is governed by South African law.

11. **VARIATIONS**

- 11.1 We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of safety and care at the Boarding House. The Boarding House will give you at least a term's notice of any such modifications.

12. **PARTIAL INVALIDITY**

- 12.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and

unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the Boarding House.

SIGNED AT _____ on _____ 20

PARENT/GUARDIAN

SIGNED AT _____ on _____ 20

THE AUTISM FOUNTAIN

INFORMATION SHEET

1. **COMMENCING DAE AND ARRIVAL/COLLECTION TIMES**

It is agreed that your Child will commence at The Autism Fountain Boarding House on the

_____ day of _____ 20

2. **FEES**

Payment shall commence on the _____ day of _____ 20

The payment amount shall be in the sum of R_____

All future payments shall be payable on or before the 1st day of each and every

must be **expressly agreed and arranged** with The Autism Fountain Boarding House prior to your Child commencing.

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- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

4. MEDICAL REQUIREMENTS OF OUR CHILD (GIVE FULL DETAILS IF YOUR CHILD REQUIRES SPECIAL MEDICATION DAILY – FOR WHICH PURPOSE AS WELL AS DOSAGE MUST BE CLEARLY STATED – AND ALSO IF YOUR CHILD SUFFERS FROM ANY ALLERGY OR MEDICAL CONDITION). PARENTS ALSO UNDERTAKE TO SUPPLY THE AUTISM FOUNTAIN BOARDING HOUSE EACH AND EVERY MONTH WITH THE PROPER REQUIRED MEDICATION.

[illegible]

SIGNED AT _____ on _____ 20____

PARENT/GUARDIAN

