



The Autism Fountain

PARENT CONTRACT

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

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 The Autism Fountain.

IMPORTANT NOTICE

By signing or 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.

This contract clauses which appear in similar text style to this noticed 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 you; and / or
3. May require you to indemnify The Autism Fountain or a third party; and/ or
4. Serve as an acknowledgement, 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 rights 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 Support Centre in terms of the Consumer Protection Act.

1. DEFINITIONS

In this contract –

- 1.1 **“Additional Fees”** means those prices for the Additional Goods/ Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;
- 1.2 **“Additional Goods/ Services”** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by The Autism Fountain from time to time;
- 1.3 **“Child”** means the child or children (of any age) admitted by The Autism Fountain to be educated;
- 1.4 **“Contract”** means this document, including the Policies;
- 1.5 **“Consumer Protection Act”** means the Consumer Protection Act, No 34 of 2005;
- 1.6 **“Fee”** means any amounts owing to The Autism Fountain for a Child’s enrolment, education and related activities. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to the
 - 1.6.1 Enrolment Fee
 - 1.6.2 Placement Fee
 - 1.6.3 Fees for The Autism Fountain and
 - 1.6.4 Boarding Fees

1.6.5 Additional Fees

- 1.7 **“Principal”** means the person to be responsible for the day-to-day management of The Autism Fountain, including anyone to whom such duties have been delegated.
- 1.8 **“Parent”** or **“you”** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in this contract.
- 1.9 **“Parties”** means the Parent/s and The Autism Fountain;
- 1.10 **“Policies”** means the rules and principles adopted by The Autism Fountain, as published from time to time, which are used to regulate the day-to-day running of The Autism Fountain. These policies may include (but need not to limited to)
- 1.11 **“The institution”** or **“we”** means The Autism Fountain;
- 1.12 **Code of Conduct”** means the rules of The Autism Fountain, a copy of which is provide to each Child on entry.
- 1.13 **“Magistrates Court Act”** means the Magistrates Court Act No 32 of 1944;

2. GENERAL OBLIGATIONS OF THE AUTISM FOUNTAIN

- 2.1 The admission and enrolment of learners to The Autism Fountain is at the discretion of the Principal who may refuse a learner’s admission to the Institution without giving reasons therefore and may grant temporary or provisional enrolment to the Institution subject to such further terms and conditions which the Principal may impose. The Principal may, at her sole discretion, cancel enrolment in accordance with the Rules.
- 2.2 While your child remains a pupil of The Autism Fountain, we undertake to exercise reasonable skills and care in respect of his or her education and welfare. This obligation will apply during the Institution hours and at other times when your child is permitted to be on the Institution premises or is participating in activities organised by The Autism Fountain.
- 2.3 We shall monitor your child’s progress at the Institution and produce regular written reports. We will advise you if we have any concern about your child’s progress. We request parents to be patient with their child and The Autism Fountain with regards to progress as the children do experience developmental delays and thus progress might or might not from time to time be slower than anticipated.
- 2.4 The parties take cognisance of the limitations of the Institution physical environment, facilities and resource which limit its ability to provide high quality education to children with special educational needs (whether due to neurological barriers, hearing impairment, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special needs). To the extent that, in the reasonable opinion of the Principal, The Autism Fountain cannot, or can no longer provide adequately for your child’s special educational needs, The Autism Fountain may not offer enrolment with the Institution or may cancel this contract.

3. DISCLAIMER

- 3.1 Unless you expressly notify us in writing to the contrary, you consent to your child's participating, under proper supervision, both in and outside The Autism Fountain, in sports and other activities as well as your child travelling to and participating in the Institution's activities and programmes outside The Autism Fountain. Subject to The Autism Fountain taking reasonable care to avoid harm and save for any gross negligence on the part of the Institution, its employees or assistants, the Institution is not responsible for loss, injury or damage resulting from such sports, activities or programmes and you indemnify The Autism Fountain against any claims in that regard.
- 3.2 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 school) 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.
- 3.3 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 circumstance where gross negligence is present) from any civil claims or criminal charges.

4. PARENT'S GENERAL OBLIGATIONS

- 4.1 In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your child in his or her studies, and give appropriate support at home; keep The Autism Fountain informed of matters which affect your child; maintain a courteous and constructive relationship with the Institution's staff and attend meetings and otherwise keep in touch with The Autism Fountain where your child's interest require to do so.
- 4.2 The Principal may in her discretion require you to remove or may suspend or expel your child if your behaviour is in the reasonable opinion of the Principal so unreasonable as to affect or likely affect the progress of your or another child (or other children) at The Autism Fountain or the well-being of the Institution's staff or to bring The Autism Fountain into disrepute.
- 4.3 The Principal may, at her discretion, require you to remove or may suspend or expel your child from The Autism Fountain, if he/ she considers that your child's attendance, progress or behaviour (including behaviour outside The Autism Fountain) is seriously unsatisfactory and in the reasonable opinion of the Principal the child's removal is in the Institution's best interests or those of your child, other children or the wider Institution community. In this case, you will be asked to remove your child either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form,

as is reasonable under the circumstances. The Autism Fountain will not be required to give you a full term's written notice under these circumstances.

- 4.4 Parents are agreed that a minimum notice of 1 (ONE) full month be given for permanent withdrawal of any child from care and agree to pay a month's fee in lieu of notice.
- 4.5 **Should your child cause any of The Autism Fountain property/ items to be damaged and requires replacing you will be liable for the costs of replacing the said damaged property/ item upon proof or the costs thereof supplied to you. The Autism Fountain will however repair or replace broken equipment and toys due to normal wear and tear.**

5. HOURS OF OPERATION

- 5.1 The Autism Fountain operation times are Monday to Friday from 08h00 to 13h00.
- 5.2 Upon prior arrangement we offer a service to parents whom our operating times are unsuitable because of work responsibilities etc. Parents may drop their child at 07h00 and collect them no later than 17h00. The aftercare children will stay at the boarding house where they will be cared for until collection by their parents.
- 5.3 The Boarding house will be open on all Public Holidays and on weekends.
- 5.4 Should there be no operating due to staff training or unavailability of the School transport (if applicable) due to repairs or maintenance, we will inform you (the parent) 1 (ONE) week in advance in order for you to make suitable arrangements for your child during the period of closure.
- 5.5 In the event of a child arriving at The Autism Fountain earlier or later than the pre-arranged time we require that you advise us accordingly before 06h00. We further require you to advise us if you will be arriving later than the pre-arranged time to collect your child. **It is the parent's responsibility to ensure that children are picked up no later than 17h00. If you are unable to collect your child by 17h00 alternative arrangements must be made.**
- 5.6 No child will be handed over to any unauthorized person. In the event of an unauthorized person collecting your child, verbal or written permission must be received by us before we will release your child to that person.
- 5.7 In the absence of prior arrangements, a late fee of R50 per hour (or any portion of an hour) per child will apply if a child remains in our care after 17h00. This late fee is due and payable upon pickup or prior to the following days care.

6. PAYMENT OF FEES

- 6.1 You have absolute responsibility for the payment of any fees applicable to your child attending The Autism Fountain. You also acknowledge that fees are payable monthly (on the 1st day of every month or as otherwise arranged) and in advance.

- 6.2 It is essential for parents to remember that the month of April, July, September and December's fees MUST **be paid in full and on exceptions will be made in this regard even though there will be no formal teaching. The Boarding house will only be closed during June and December holidays.** 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 fees being outstanding your child WILL not be allowed to return the following term and will forfeit his/ her space in The Autism Fountain and boarding house.
- 6.3 You accept the Additional Goods/ Services. The Autism Fountain 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 stationary, books, outings or any other additional goods/ services required by The Autism Fountain to provide your child adequately with the educational services in terms of this Agreement.
- 6.4 The acceptable methods of payments: EFT transfer, debit order as well as direct deposits into our bank account. Cash payments (upon arrangement with the Principal) can be made directly to the Principal **in a marked envelope.**

7. ILLNESS POLICY

- 7.1 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 Autism Fountain. Children will only be allowed to return to The Autism Fountain 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 attend The Autism Fountain. It can be arranged that the child who attends the boarding house been taken to the doctor accompanied by a staff member, if arranged with the parent. In that case the child will be kept in the boarding house, until he/ she is free from any symptoms for a period of at least 24 hours.

8. YOUR CHILD'S TOYS

- 8.1 Vast arrays of toys are provided for your child to play with. **PLEASE DO NOT BRING ANY TOYS FROM HOME AS THIS CAN CAUSE JEALOUSY AND FIGHTING AMONG THE CHILDREN.** A special pillow, blanket or stuffed animal may be brought for nap times. These items however will be kept only for nap times.

9. **POTTY TRAINING**

- 9.1 We will work in conjunction with parents during potty training. If you have a method that has been working for you, please inform us accordingly in order for us to adopt such method with your child. Should you discontinue potty training at home, please inform us accordingly. Should your child not show any interest in potty training, we may choose to discontinue and attempt same later. There are various methods to assist with potty training. Should you need assistance, approach The Autism Fountain for more information.

10. **ACCEPTANCE AND PLACEMENT FEE**

- 10.1 Upon registration and acceptance of your child into the school a non-refundable deposit of R800.00 is required for day scholars and R1 000.00 for children who will make use of the boarding house facility and will not form part of the first month's fee. Please note that your child's acceptance into the school will not be secured until the above-mentioned deposit has been paid. Please use your child's name and surname as reference number upon depositing the money.

11. **ALTERNATIVE DISPUTE RESOLUTION**

- 11.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any part 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.
- 11.2 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.

12. **JURISDICTION AND GOVERNING LAW**

The contract between you and The Autism Fountain is governed by South African law. You agree that The Autism Fountain, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the Institution in any magistrate's court having jurisdiction, in terms of section 45 and 28 of the Magistrates Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution.

13. **VARIATIONS**

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 education at The Autism Fountain. The Institution will give you at least a term's notice of any such modifications.

14. **PARTIAL INVALIDITY**

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 Autism Fountain.

SIGNED at _____ on _____ 20

PARENT/ GUARDIAN

WITNESS 1

DATE

WITNESS 2

DATE

ACCEPTED BY THE AUTISM FOUNTAIN

at _____ on _____ 20

PRINCIPAL

WITNESS 1

DATE

WITNESS 2

DATE

