



21 Digtebij Crescent,
Mabille Park,
Kuilsvier 7580
Phone No: 021-906 6980
Email: gondavljn@gmail.com

AP54
2016

A REGISTERED NON PROFIT ORGANISATION NO: 043-617-NPO

AFTERCARE AGREEMENT

This agreement is entered into between

HEBRON CHRISTIAN ACADEMY

The "Aftercare Provider" also referred to as the "Facilitator"

AND

Mrand Mrs/Ms.....

"Both the Parent/s and/or Legal Guardian/s names to be provided"

In cases of guardianship, written proof of the court order must be provided

*Initial here

PARENT/S AND/OR LEGAL GUARDIAN/S

NB! All the information requested below must be supplied in full, completed and initialled where indicated

PERSONAL DETAILS

FATHER / LEGAL GUARDIAN

MOTHER / LEGAL GUARDIAN

Full Name Full Name

I.D No. I.D No.

Physical Address Physical Address

Code Code *Initial here

NB! Both parents details must be provided for single, separated and/or divorced parents. In divorce / separation cases, this information must be provided specifically where both parents bear responsibility for aftercare fees and associated costs

Name of Employer: Name of Employer:

Position Held: Position Held:

Duration of current employment Duration of current employment

*Initial here

Contact details Home:
Work:
Cell:

E-mail: E-mail:

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Relationship to Child Relationship to Child

ADDITIONAL DETAILS

FAMILY DOCTOR:

| | | |
|--|----------------|--|
| | Name of Doctor | |
| | Town / Suburb | |
| | Telephone No | |

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BANKING DETAILS:

| | | |
|--|--------------|--|
| | Name of Bank | |
| | Branch No | |
| | Account Type | |

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LEARNER / CHILD

PERSONAL DETAILS:

FULL NAMES

SURNAME

**Initial here*

GENDER

DATE OF BIRTH AGE

**Initial here*

ADDRESS:

CODE

**Initial here*

CONTACT NUMBERS
Where applicable

HOME:

CELL:

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MEDICAL DETAILS

Failure to provide correct information here, could result in a misdiagnosis and a delay in the administering of medical care

MEDICAL AID / FUND YES *Indicate* NO

FUND DETAILS *(if applicable)*

NAME OF FUND

MEMBERS NO:

**Initial here*

DIAGNOSED ALLERGIES:

(Must provide details)

**Initial Here*

DIAGNOSED DISABILITIES:

(Must provide details)

**Initial Here*

PRESCRIPTION MEDICATION:

(Must provide details of medicines)

**Initial Here*

OTHER MEDICAL CONDITIONS:

(Must provide details)

**Initial Here*

TERMS AND CONDITIONS:

AFTERCARE FEES

All aftercare fees are payable in 12 equal monthly instalments on the 1st day of each calendar month, in advance and without demand

Interest at the rate of **2% above prime** (as determined by First National Bank) per month will be levied on all late payments

Aftercare fees and other administration costs, shall be reviewed and may be adjusted annually by the management of the school. Such adjustments will become effective on the **1st January** each year or upon such date as determined by the management of the school.

Where aftercare fees are paid yearly in advance, the amount payable will be equal to twelve (12) times the monthly fee, as determined from time to time

All aftercare fees are payable either by bank transfer or by cash. Payments by **cheque** will not be permitted under any circumstances

This contract is signed subject to an initial 6 (six) month probation period. If during this period any monthly aftercare fee is paid late or not at all, this contract will be immediately cancelled without prejudicing the right of the school to claim aftercare fees up to the date of cancellation

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LEARNER SUPPORT AND SUPERVISION

The facilitator will provide the student with the homework support and guidance for the completion of work assignments. The facilitators will make available all resource material necessary for the facilitation of this function

The learner will be monitored at all times during aftercare by 2 (two) facilitators who will ensure that the learner is properly supervised and cared for

The learner will receive a meal at about **15H00** (3 o' clock) each day together with light refreshments

The facilitators will liaise with the educators to ensure that prescribed homework assignments are completed during aftercare work sessions

CONTRACT TERM AND NOTICE OF WITHDRAWAL

This contract will be binding upon both parent/s or guardian/s for a period of **twelve (12) months** from date of inception and thereafter be effective on a calendar year basis. Parents / guardians will therefore only be able to withdraw their child / children from the aftercare at the end of December each year, subject to the giving of **three (3) full months** written notification to this effect

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This condition may be waived, where parent/s or guardian/s are being transferred away from the Oostenberg district. In such an instance, the parent/s or guardian/s will be required to give **one (1) full months** written notification, for consideration and approval by the Senior Administrator

These conditions will not be waived for any reason, other than for the reasons stated above and the decision of the Senior Administrator will be final and binding upon all parties

NOTIFICATIONS

All notices and correspondence between the aftercare and the parent/s or guardian/s must be given in writing, by letter, e-mail, SMS or by SMS WEB.

Notices and correspondence, must either be electronic, faxed or hand delivered

Both parent/s or guardian/s are required to inform the school within **7 days** of any change to information provided in this contract. Such notification must be in writing

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AFTERCARE HOURS

Aftercare supervision will commence at **13H00** and close at **17H30** daily, Monday to Friday

These times may vary during examination periods (each term). Any change will be timeously communicated to both parent/s / guardian/s in writing as and when effected. Every precaution will be made to minimise any disruption to normal schedules and routines

Parents will be required to advise the facilitators by **13H00**, per telephone or email in instances where they will be late in collecting their child/children on any given day

Where a parent is not able to collect his/her child/children by 17H30 on any given day, a request must be motivated in writing and agreed to by the aftercare facilitators. Despite any agreement made, parents must ensure that they collect their child/children by no later than **18H00**, Monday to Friday. Additional costs will be levied where the learner is consistently collected late

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HOLIDAY BREAKS

The aftercare facility will be closed at the following times during the school year;

- a) All government approved public and school holidays
- b) The June/July midyear government approved school holidays
- c) The December/January year-end government approved school holidays

Parent/s are required to make alternative arrangements for their child/children during these time. No compensation will be made to parents at all as a result of such closures

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PARENT INVOLVEMENT

Both parent/s or guardian/s agree to attend **meetings** when requested to do so by the facilitators, Senior Administrator or Principal

Both parent/s or guardian/s undertake to attend all **meetings and Interventions** as requested from time to time by the aftercare facilitator/s, Principal or Senior Administrator

Both parent/s or guardian/s agree to support any aftercare sports, cultural and academic activities as and when organised and when timeously informed thereof

Both parent/s or guardian/s agree to maintain good effective relationships with the aftercare facilitators and to positively contribute to the nurturing of a healthy spirit within the aftercare group

Both parent/s or guardian/s agree to take appropriate and necessary corrective action to address behaviour indiscipline and/or work related problems of their child / children as observed and notified of by the facilitator and/or Principal and/or Senior Administrator

Both parent/s or guardian/s agree that the aftercare facilitators may take reasonable and fair disciplinary action against their child/children for repeated violation of school rules and ethics This may result in suspension and possibly expulsion from aftercare. Every effort will however be taken to reach an amicable solution

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PERSONAL HYGIENE AND HEALTH

Parent/s or guardian/s agree that appropriate and necessary action, including the summoning of a medical doctor, if deemed necessary by the aftercare facilitators, to provide treatment to their child/children, will be permitted and will be for the expense of the parent/s or guardian/s

Parent/s or guardian/s will immediately inform the facilitator of any and all medicine prescribed by a medical doctor for the treatment of an ailment or allergy of a diagnosed disorder of their child/children

Parent/s or guardian/s will ensure that their child/children, is/are appropriately attired and will ensure that their child/children abide by the code of conduct at all times

Parent/s or guardian/s agree, that despite all efforts by the aftercare facilitators to ensure the safety and well-being of the child/children, that neither the aftercare, its facilitators, management service staff, contractors, nor any other person contracted by the aftercare, may be held liable for any loss of whatever nature and howsoever caused

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LEARNER BEHAVIOUR AND WORK ETHIC

CODE OF CONDUCT

The learner hereby undertakes to abide by the code of conduct, rules and regulations of Hebron Christian Academy as indicated in the Contract of Tuition and as displayed under "policies" on the school's website (hfca.yolasite.com)

Learners and parents are required to familiarise themselves with these terms and conditions and agree to abide by these terms at all times

All the rules and regulations applicable to learners enrolled at Hebron Christian Academy will be binding on all learners while on the school premises, at all times and in any capacity

RIGHT OF ADMISSION

Both parent/s or guardian/s accept that the aftercare has the sole right to accept or reject the child making application for aftercare and if successful, that the child will be taught in the Christian faith

Both parents or guardian/s agree that enrolment will be based upon the criteria as determined in the "Aftercare Contract" and that parent/s or guardian/s will not have any right to claim, whether legal or other, against the school for any reason whatsoever

Both parent/s or guardian/s agree to work together with the facilitators and management in the effective resolution of any disagreements and will first exhaust all avenues at reconciliation before resorting to other external sources

Both parent/s or guardian/s confirm that they have read and have understood the contents of this contract and the terms and obligations contained therein

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BREACH OF CONTRACT / DEFAULT

Should the aftercare fees or any part thereof not be paid on the due date as indicated above, or should both parent/s or guardian/s not comply with any of the terms and conditions as stipulated in this contract, then the management of the school may, without prejudicing any of its rights in terms of this contract, be entitled to;

Demand immediate payment of the outstanding amount/s due and payable upon either written, electronic or telephonic request to do so

Should both parent/s or guardians/s not comply with this request, then the management of the school has the right to either, after giving both parent/s or guardian/s 7 (seven) days written notice to this effect, to cancel the aftercare contract with immediate effect and / or to refer the matter to a debt collector and / or attorney for collection of outstanding amounts

Should the management of the school choose to refer the matter to a debt collector and / or attorney in terms of the abovementioned clause, then all costs relating to such collection shall be borne by both parent/s or guardian/s without prejudice to any of the rights of the aftercare/school in terms of this contract

Should the management of the school choose to cancel this contract as a result of a breach of any of the terms of this contract, either for a first time breach or for repeated breaches, then both parent/s or guardian/s will be required to immediately remove the learner/child from the school premises and pay all arrear aftercare fees up to the date of cancellation

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WHOLE CONTRACT

It is agreed that this agreement will constitute the entire and final agreement between the parties and will be binding on the parties unless any changes or amendments are agreed to in writing and signed by all parties to this agreement

Neither of the parties will be bound by any condition or stipulation whatsoever suggested by anyone of the parties, their agents or representatives, unless contained in this agreement, as agreed to and signed

No indulgence on the part of the "Aftercare Provider" or relaxation of any terms of the agreement, will prejudice the rights of the "Aftercare Provider", especially with the acceptance by the "Aftercare Provider" or aftercare fees after the due by date

DOMICILIUM AND JURISDICTION

The "Aftercare Provider" chooses as his "*domicilium citandi et executandi*" the property situated at 21 Digtebij Crescent, Mabelle Park, Kuilsriver, being the property upon which the aftercare is situated

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The "Parent/s or Guardian/s" consent to the jurisdiction of the Magistrates Court in respect of any legal action arising out of the non fulfilment of any of the terms of this agreement. The "Aftercare Provider" shall, however, have the right to start legal proceedings in any court of its choice

ANNUAL AFTERCARE RE-ENROLMENT

- Both "parent/s or guardian/s" understand and accept that application for re-enrolment must be made each year and that such re-enrolment is not guaranteed in terms of this agreement
- Both "parent/s or guardian/s" furthermore understand and accept that the "Aftercare Provider" has the sole discretion, without prejudicing any of its rights in terms of this agreement, to accept or reject the re-enrolment application made on behalf of the child/learner
- Both "parent/s or guardian/s" understand and accept their responsibility to comply with the financial terms as set forth in this agreement and that non compliance would negatively affect the prospective re-enrolment of the child/learner
- Both "parent/s or guardian/s" understand and accept that any actions or associations which contradict or undermine the rights of the "Aftercare Provider" would negatively affect the prospective re-enrolment of the child/learner
- Both "parent/s or guardian/s" understand and accept that any individual or repetitive breach of any term or terms of this contract would negatively affect the potential re-enrolment of the child/learner and that the "Aftercare Provider", without prejudicing any of its rights in terms of this agreement, would have the right to reject such re-enrolment application and refuse entry to the child/learner for the ensuing school year

- Both "parent/s or guardian/s" understand and accept that the conduct, behaviour and work performance of the child/learner is a major contributing factor for re-enrolment and that repeated and unrepentant negative behaviour and work performance by the child/learner would negatively affect prospective re-enrolment
- Both "parent/s or guardian/s" agree to take all possible corrective measures to support the school in the education of the child/learner including attending intervention meetings, parent/teacher meetings and formal and informal aftercare events

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CONSENT AND SIGNATURES

I / We the "Parent/s or Guardian/s" confirm that I / We have read and understand the terms and conditions as laid forth in this agreement

I / We the "Parent/s or Guardian/s" furthermore agree to abide by the terms and conditions as laid forth in this agreement and fully accept the consequences for any breach thereof

NB: To be completed by both parents / guardians irrespective of marital status

| PARENTS OR GUARDIANS | | |
|---|---|------------------|
| <u>Father / Legal Guardian</u> | <u>Mother / Legal Guardian</u> | Witness |
| Signed on this, the day of20..... | | |

| HEBRON CHRISTIAN ACADEMY | | |
|---|--------------------------------|------------------|
| Stuart Farquhar | and/or Virgil Viljoen | Witness |
| Signed on this, the day of20..... | | |

SIGNING POWER AUTHORITY

*Stuart Michael Farquhar, in his capacity as Senior Pastor and Senior Administrator
and
Virgil Preston Viljoen, in his capacity as Pastor and Principal*

Are authorized to transact all business, legal and contractual negotiations on behalf of Hebron Christian Academy as stipulated in the Constitution of the school dated 1st March 2001, as amended

FOR OFFICE USE ONLY

| Function | Date Loaded / Done | By Whom | Signature |
|-------------------------------|--------------------|---------|-----------|
| Administration Dept | | | |
| Check / Audit contract | | | |
| Contract Signed (all parties) | | | |
| Comments | | | |
| Financial Dept | | | |
| Pastel | | | |
| Cemis | N/A | | |
| SMSWEB | | | |
| Comments | | | |