



17 Oak Creek Crescent ,Sunningdale ,Cape Town , 7441 Tel: 021 5544804 Email:bev@wonderlandeducare.com

WONDERLAND EDUCARE ADMISSION AND ENROLMENT CONTRACT 2022

DATE OF ADMISSION

A: DETAILS OF CHILD

Surname	
Full Names	
Identity Number and Birth Date	
Age	
Residential address	
Home Language	
Number of Siblings and Position	
Previous Day care Centres attended by the child	

B: DETAILS OF MOTHER

Surname and Full Names	
Identity Number	
Marital Status	
Company You Work For	
Home Telephone and Mobile No	
Email Address	
Work Address + Telephone No	
Occupation	
Religion	

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C: DETAILS OF FATHER

Surname and Full Names	
Identity Number	
Marital Status	
Residential Address	
Home Telephone and Mobile No	
Email Address	
Work Address + Telephone No	
Occupation	
Religion	

D: DETAILS OF PEOPLE TO CONTACT IN CASES OF EMERGENCY

Name and Surname	
Home and Mobile Telephone No	
Address	
Relationship to Child	

E: DETAILS OF PEOPLE AUTHORISED TO COLLECT THE CHILD

Name and Surname	
Identity Number	
Home and Mobile Telephone No	
Address	
Relationship to Child	

F: DOCUMENTS REQUIRED ON ENROLMENT

Copy of Father's Identification Document	
Copy of Mother's Identification Document	
Copy of Child's Unabridged Birth Certificate	
Copy of Child's Immunisation Chart	
Copy of Parent's Proof of Residence	
Grade R Learner-Completed CEMIS form	

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G: HEALTH QUESTIONARE

Name of Child	
Is the child currently on medication	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the child have any allergies	YES <input type="checkbox"/> NO <input type="checkbox"/>
Does the child have any problems with	Hearing Sight Speech Motor Skills <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Tick any illnesses or diseases the child has had and currently suffers	Chicken Pox; Typhoid; Measles; Mumps; Scarlet Fever; Whooping Cough; Convulsions, Epileptic Fits; Hepatitis; Tuberculosis; HIV Positive; Aids; German Measles; Polio; Yellow Jaundice; Yellow Fever
List any other illnesses of the child not mentioned above and any information relevant to the child's physical, mental or emotional health and wellbeing	
At what age was the child toilet trained	
Does the child wet the bed regularly	
Does the child display symptom of nervousness	
At what time does the child sleep at night	
Has your child ever been referred to an	Occupational Therapist Speech Therapist Psychologist
If yes, provide brief reasons	
Name , contact number and address of Family Doctor	
Name of Medical Aid	
Medical Aid membership number	
Does Wonderland have permission to call your doctor or another in the event of emergencies	

H: DETAILS OF PARENTAL RIGHTS AND RESPONSIBILITES

Name(s) of holders of Guardianship	
Name of Parent awarded primary care	
Name of Parent awarded alternative care	
Name of person awarded temporary care	
Copy of settlement agreement or court order if any	

TERMS AND CONDITIONS

1. Parties to the Agreement

The parties to this contract are:

1.1 Wonderland Educare Centre cc trading as Wonderland Educare with closed corporation registration number 2005/123822/23 and place of business 17 Oak Creek Crescent, Sunningdale, Cape Town in the Western Cape *hereinafter* referred to as **“Wonderland”** and

1.2 Ms/Mrs _____ and Mr. _____, hereinafter referred to as the **“Parents”** who warrant that they are the legal guardians of the child whose details appear in Section A *hereinabove*.

2. General Obligations, Undertakings and Declarations of Parents

The Parent(s) hereby:

2.1 Warrant that they are duly authorised to enter into this contract

2.2 Confirm that they understand the contents of this contract and undertake to abide by the terms, conditions, rules and policies contained herein which they consider to be valid, binding and enforceable in law.

2.3. Acknowledge and agree that the admission and enrolment of the child at Wonderland is at the sole discretion of the principal who is entitled to refuse to admit the child and/or is entitled to cancel and/or terminate the child’s enrolment following admission in accordance with paragraph 5.13 herein.

2.4 Record they have the right to cancel this contract at any time, for any reason, provided that they give Wonderland a full Term’s notice, in writing, of this

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intention prior to the withdrawal of the child from Wonderland, alternatively, the Parents, by signing this contract, agree to pay a full term's fees (including Additional Fees pro-rated for the term) to Wonderland in lieu of notice as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the Parents have elected to pay annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

- 2.5 Acknowledge that the failure of either party to enforce its rights under this contract shall not be construed as a waiver and/or indulgence of such rights;
- 2.6 Grant consent for Wonderland to conduct a search to determine their creditworthiness prior to admission of the child, which information shall not be disclosed to any third party.
- 2.7 Choose as their *domicilia citandi et executandi* the addresses set out in Parts A; B and C .

3. **Mission Statement and obligations of Wonderland**

Wonderland is a registered early childhood development centre equipped with experienced and skilled staff trained and tasked to promote the overall development and emotional wellbeing of young children within a safe, structured and nurturing environment. Through the implementation of age appropriate programmes, the management and staff of Wonderland focus on developing children to achieve the following outcomes by:

- 3.1 helping children to develop self-confidence and attain their full potential;
- 3.2 providing care and support to children in a constructive manner;
- 3.3 encouraging the development of positive social behaviour;
- 3.4 respecting and nurturing the culture, spirit, dignity, individuality and language of each child;
- 3.5 encouraging the emotional, cognitive, sensory, spiritual, moral, physical, social and communication developmental needs of each child.

- 3.6 monitoring the child's progress and furnishing the Parents with electronic and/or written reports, updates and/or concerns about the child's progress.
- 3.7 implementing an individual notebook system to record communications, queries, concerns and/or instructions between parents and teachers;
- 3.8 scheduling an appointment for the Parent to meet with the principal to resolve any matters concerning the child.

4. **Non-Refundable Deposit, Fees and Terms of Payment**

A non-refundable registration fee of **R 1000.00 (One Thousand Rand)** is payable to Wonderland at the time of enrolment of the child in respect of full day care placements, alternatively, **R 500.00 (Five Hundred Rand)** in respect of aftercare placements. Wonderlands fees and payment plans for the current year are recorded in the following schedule:

2022	Annual Fee	Upfront Payment Payable at time of enrolment (5% Discount)	Monthly Repayments over 11 months January to November (1% Discount)	Monthly Repayments over 12 months January to December
Full day 1 child	R 43800-00	R 41650.00	R 3942-00 x 11	R 3650-00 x 12
Full day 2 children	R 83220-00	R 79135.00	R 7490.00 x 11	R 6935.00 x 12
Full Day 3 Children	R 118589-00	R112659-00	R10139.32. x11	R 9882.42 x 12
Half Day	R 38640-00			R 3220.00
Aftercare 1 Child	R 18000.00	R 17100.00	R 16929.00 x 11	R 1500.00 x 12
Aftercare 2 children	R 34200.00	R 32490.00	R 3078.00 x 11	R 2850.00 x 12

- 4.1 The Parents acknowledge that the fees appearing in the schedule exclude the cost of additional services for school tours, outings, school photographs, extra-mural activities and/or the costs of stationary, books and the like. The Parents undertake to pay the costs incurred by Wonderland and/or its agents for the provision of or delivery of additional services, books and stationary in

instances where they have requested and/or consented to the delivery or performance of such additional services.

4.1.1 Should the Parents select the annual fee option; they acknowledge and undertake to make payment in full of the annual fee at the time of enrolment of the child.

4.1.2 Should the Parents select the monthly payment options; they acknowledge that the monthly instalments are payable in advance on or before the 1st day of every month.

4.1.3 Payments due to Wonderland may be affected by means of cash or by electronic fund transfer into the following bank account:

Name of Account:	Wonderland Educare
Bank:	ABSA
Branch Name:	Tableview
Bank Account No:	4063363194

4.1.4 The Parents agree that a statement or voucher provided by Wonderland's administrative manager reflecting the amount incurred for fees, additional services, interest and the like, shall be irrebuttable proof that the said amount is due, owing and payable. Where the quantum of Wonderland's claim is disputed by the parent, the Parent shall bear the onus of proving that such amount is not owing and/or due and/or payable.

4.1.5 Should the Parents fail to pay any amount due to Wonderland on or before the due date, and fail to remedy such breach within a period of 7 (seven) days after receipt of a notice from Wonderland calling upon them to do so, then Wonderland shall be entitled to:

4.1.5.1 terminate this contract; and

4.1.5.2. refuse admission of the child; and

4.1.5.3. commence legal proceedings for recovery whereby the Parent expressly agree herein to be responsible for payment for legal costs incurred in the recovery of any outstanding fees and disbursements due to Wonderland on an attorney client scale together with costs incidental thereto such as, but not limited to, collection costs, commission, interest and tracing fees and consent to the jurisdiction of the Magistrates Court for this purpose.

- 4.1.6 In the event of any Third Party taking responsibility for the payment of Wonderland's fees, the Parents, by their signature hereto, hereby bind themselves jointly and severally in their personal capacity as surety and co-principal debtor with the Third Party for payment to Wonderland of any amounts which are owing and may at any time become owing to Wonderland by the Third Party.
- 4.1.7 The Parents hereby waive the benefits of division (a claim that they should only pay a portion of the debt) and excussion (a claim that Wonderland has to recover the debt from the Third Party first).
- 4.1.8 The Parents further acknowledge that if any instalment is not paid on the due date, the remaining balance of outstanding fees will immediately become due and payable by them.
- 4.1.9 No indulgence or grant of time by Wonderland will constitute a waiver of its rights under this contract or otherwise.
- 4.1.10 The Parents acknowledge that the fees set out in paragraph 4 *hereinabove* are susceptible to increases which will be communicated to the Parents in advance of any increase in school fees.
- 4.1.11 The Parents hereby agree that any interest accruing from annual fees paid in advance shall accrue to Wonderland.
- 4.1.12 The Parents acknowledge and accept that Wonderland's fees will be reviewed from time to time and may be increased by an amount which Wonderland considers reasonable. Wonderland shall endeavour to give the Parents at least two calendar months' notice of any increase in the fees due for a particular year.
- 4.1.12 The Parents have a right to cancel this contract without penalty should the fees increase to an amount which the Parents no longer wish to pay, provided that the Parents give Wonderland written notice of that intention within 7 (seven) days of notification of an increase, failing which, the Parents will be required to provide a full term's notice and remain liable for payment of the fees in full.
- 4.1.13 The Parents acknowledge that they remain liable to the full payment of fees irrespective of the child's non-attendance due to illness, holiday, statutory requirements or for any other reason howsoever arising.

4.1.14 The Parents acknowledges that payments not paid on or before the due date will bear interest at the maximum rate of interest levied on incidental credit agreements as prescribed by Section 103 of the National Credit Act 34 of 2005.

5. **Rules and conditions of enrolment**

5.1 Wonderland's hours are from 06h30 to 18h00 Monday to Friday. A fine of R 100.00 (One Hundred Rand) shall be levied and payable to the staff member on duty for every late collection of the child after 18h00.

5.2 Breakfast is served between 08h00 and 08h30 and lunch from 12h00 and 12h30.

5.3 Daily lists of educational and play activities are scheduled and are available from the teachers.

5.4 Each child is required to have a notebook to record and communicate messages and instructions between teachers and parents. Each communication must be signed by the parent.

5.5 Children are not allowed to bring toys to Wonderland. All other property belonging to the child must be clearly marked in the name of the child. Although Wonderland takes adequate precautions to safeguard every child's property, the Parents hereby agrees to indemnify and absolve Wonderland against any claims arising for loss and/or damage to property of the child.

5.6 Parents are required to record any mild and non-contagious illness the child may suffer in the child's notebook and stipulate the times and dosages of any medication to be administered. Medication must be clearly labelled with the child's name and surname and shall be administered to the child upon completion of the medical administration instruction form by the Parent duly witnessed by a representative of Wonderland.

5.7 The Parents acknowledge that Wonderland closes for 15 working days over the December to January holidays each year and expressly acknowledge that they are liable for and agree to pay the December fees in full irrespective of whether the child has completed Grade R and/or will not be returning to Wonderland.

- 5.8 In compliance with the National Department of Health's disease management guidelines, children should be fully immunised prior to admission to minimise the risk of contracting communicable diseases. Upon application for admission, the Parents shall provide Wonderland with a copy of the child's Road to Health Chart for such purpose.
- 5.9 Children infected with communicable and/or notifiable diseases listed by the National Department of Health and/or World Health Organisation as a health emergency disease are prohibited from attending Wonderland until a clearance certificate is produced by a medical practitioner.
- 5.10 Children infected with head lice or nits shall be excluded from attending until the infestation is eradicated. Any infestation of this nature shall be brought to the attention of Wonderland's principal and/or management team, who in turn, shall, without delay, notify every parent of such infestation.
- 5.11 Parents are required to notify Wonderland immediately of any change to their employment, residential or mobile telephone contact numbers and addresses.
- 5.12 If any child is found to display the following behaviour:
- 5.12.1 physically or verbally abuse another child;
 - 5.12.2 destroy school equipment or another child's property;
 - 5.12.3 be verbally or physically abusive towards their teachers
- Then in such instances, the Parents grant consent for the teacher to communicate with the child explaining the wrongfulness of their actions following which, the teacher shall bring such incidences to the attention of the Parents.
- 5.13 Wonderland reserves the right to cancel the child's enrolment under the following circumstances:
- 5.13.1 Where it is established that a Parent failed to disclose at the time of application for admission that the child suffers from a mental illness or condition which requires specialised schooling and/or medical illness or disease which is detrimental to the health of other children or staff;
 - 5.13.2 Where any Parent is found to have made and/or published false, defamatory statements having the effect of undermining the image of and/or bringing the

reputation of Wonderland into dispute. The Parents acknowledge that Wonderland reserves its rights to institute proceedings to preserve and defend its reputation.

- 5.13.3 Should the Parents fail to pay any amount due to Wonderland in terms of this contract on the due date and fails to remedy such breach within a period of 7 (Seven) days after receipt of a notice from Wonderland calling upon them to do so.
- 5.13.4 Where a Parent threatens or displays any form of abusive behaviour to the management or staff of Wonderland and/or other children in its care.
- 5.13.5 Where the Parents fails to abide by the terms of this contract.

6. Protection of Personal information

- 6.1 By entering into this contract and unless the Parent expressly instructs Wonderland in writing to the contrary, the Parent grants consent to Wonderland to:
 - 6.2 collect, store and process credit information of the parents, whether divorced or separated, and/or any third party responsible for payment of any or all amounts due to Wonderland;
 - 6.3 collect, store and process names, contact details and information in relation to the parents and child and to such information being made available to other parents, guardians, staff or responsible persons engaged or authorised by Wonderland for purposes of managing relationships between Wonderland, parents, guardians and current learners or for purposes of providing references .
 - 6.4 include photographs, with or without the name of the child in day care publications or press releases to celebrate Wonderland and/or the child's activities, achievements or successes
 - 6.5 supply information or references to any educational institution which the Parent proposes their child may attend. Wonderland shall endeavour to provide accurate information in relation to the child's aptitude, abilities and character but cannot be held liable for any loss or damage suffered resulting from opinions reasonably given or statements of fact contained in any reference or report issued;

- 6.6 inform other educational institutions of day care centres the Parent proposes to send the child to of any outstanding fees
- 6.7 collect, store and issue visual images recorded on Wonderland's CCTV system;
- 6.8 The provisions of clause 5 shall survive the termination of this contract.

7. **Indemnities**

7.1 The Parents acknowledge and agree that:

7.1.1 Neither Wonderland, its management, directors, staff, employees, contractors or agents formally engaged by the school shall be liable for any loss or damage of whatever nature, including but not limited to loss or damage to property, injury or death howsoever arising including, without limitation, any loss or damage in connection with:

7.1.2. the child's attendance at Wonderland; and/or

7.1.3 the child's participation in any activities of the school including extra-curricular activities such as, but not limited to, games, sports, educational tours, excursions and the like; and/or

7.1.4 the child's presence on the school premises; and/or

7.1.5 arising during transportation of the child to and from the school, excursions, tours and the like; and/or

7.1.6 arising as a result of the child's contraction of an illness, disease or infestation of any nature; and/or

7.1.7 It is expressly recorded that the indemnified persons referred to in paragraph 7.1.1. above shall under no circumstances be liable for any loss, damage or harm of whatsoever nature suffered by the child as a result of the child's presence on the premises outside of Wonderland's operating hours and during which time the staff or management were not officially on duty.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__.

SIGNATURE OF **MOTHER**

_____ NAME IN BLOCK LETTERS _____

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__.

SIGNATURE OF **FATHER**

_____ NAME IN BLOCK LETTERS _____

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__.

SIGNATURE OF **GUARDIAN** (IF NOT THE BIOLOGICAL PARENT)

_____ NAME IN BLOCK LETTERS _____

SIGNED AT **SUNNINGDALE** ON THIS THE _____ DAY OF _____ 20__.

SIGNATURE OF **PRINCIPAL** OR DULY APPOINTED REPRESENTATIVE

_____ NAME IN BLOCK LETTERS _____

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