

Shalem Day Care-Contract

BARBADOS

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, **BETWEEN SHALEM DAY CARE CENTRE** of Bush Hall Yard Gap in the parish of Saint Michael in this

Island (hereinafter called “The Day Care”) of the One Part and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ in this Island (hereinafter called “the Guardian”) of the Other Part.

**WHEREAS** the Day Care is a registered day care provider under the laws of this Island and the Guardian is the parent and/or guardian of \_\_\_\_\_ (hereinafter called “the child”).

The parties hereto agree as follows:

*Interpretation:*

“Places” means a bed/crib/chair space located at the place of business of the Day Care.

**1.1 Day Care Services**

The Day Care will provide child-care services for the said child from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on the days and times specified below:

Mondays          Tuesdays          Wednesdays          Thursdays          Fridays

Between the hours of \_\_\_\_\_ and \_\_\_\_\_. **1.2**

**Registration**

- a) On registration, places will be held for the child for a period of two (2) weeks, within which the Guardian shall deliver the child into the care of the Day Care. Where on the expiration of the said two (2) weeks after registration and the child has not attended the Day Care, the Day Care reserves the right to forfeit the registration fee and award the place to another child.

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- b) Places lost may be re-awarded subject to the re-registration of the said child and the payment of the requisite registration fee but above all subject to the availability of places at the Day Care.

### 1.3 Fees

- a) The Guardian shall pay to the Day Care the sum of \$ \_\_\_\_\_ per week payable on the first day of the week and on or before 5pm on that day. A fee of five dollars (BDS \$ 5.00) per day will be charged for late payments.
- b) Where no payment as per section 1.3(a) including the late fee is paid to the Day Care within three (3) days of the delivery of the said child into the care of the Day Care, the Day Care reserves the right to refuse to accept the said child into its care, notwithstanding that this agreement would be said to be terminated where there is a passage of seven (7) days without the payment by the Guardian of the indebted fees as aforesaid.
- c) Costs incurred by the Day Care and associated with the collection of any unpaid debt by the Guardian whether or not with reference to section 1.3(1) hereof shall be charged to the Guardian.

### 1.4 Hours of Care

The Day Care will provide care for the said child within the following hours:

- a) Babies and toddlers between the ages of 6 weeks and three (3) years-  
7:00 am to 5:00 p.m.
- b) Pre-schoolers i.e. children between the ages of three (3) to five (5) years- 8:30 a.m. to  
2:25 p.m.

A fee of Fifteen Dollars (BDS \$15.00) will be charged for pre-schoolers, babies and toddlers collected after 5:30 p.m., an additional Five Dollars (BDS \$5.00) after 5:45 p.m. and Five Dollars (BDS \$5.00) for every quarter of an hour thereafter.

### **1.5 Holidays**

- a) All regulated national holidays will be deemed holidays of the Day Care and no child care services will be provided. The Day Care will be closed from 1:00 p.m. on Christmas Eve (December 24<sup>th</sup>) and Old Year's Day (December 31<sup>st</sup>).
- b) The Guardian may withdraw a child for a holiday provided that the Day Care is given at least two (2) weeks written notice. If notice is not given within the stipulated time, the Guardian will be required to pay the full fee as if the said child were attending the Day Care and the Day Care reserves the right to forfeit the place of the child where the said fee is not paid.
- c) Where a child is taken for a holiday by the Guardian the following shall apply:
  - a. 1 day to 3 weeks- ½ of the weekly fee is payable to the Day Care
  - b. Over 3 weeks- the full weekly fee is payable to the Day Care

This fee represents the fee charged for the reservation of the child's space at the Day Care.

- c. No child absent from the care of the Day Care for a period exceeding two (2) days will be re-accepted without the presentation of a medical certificate signed by an authorized medical practitioner indicating that the child is free from a communicable disease in accordance with the practice and guidelines issued by the Child Care Board.
- d. A child absent from Friday and not returning until after the following Monday will be deemed to have been absent for over four days, and in those circumstances will have to provide a medical certificate on his or her return.

### **1.6 Returned Cheques**

A fee of fifty dollars (BDS \$50.00) will be charged on all returned cheques, thereafter the Day Care reserves the right to apply a cash basis policy with respect to the said Guardian and the payment of fees. Should the same Guardian proffer repeated bounced cheques to the Day Care, the Day Care

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reserves the right to terminate the contract with one (1) week's notice and to refuse to admit the child to the Day Care.

### **1.7 Illness**

- a) The Day Care reserves the right to refuse to accept the said child in circumstances where it suspects and/or it is medically or visibly shown to have contracted an illness, namely a contagious disease, concurrent vomiting, fever, severe cough/cold or other illness deemed to be injurious to the health of other children.
- b) No such child referred to in section 1.7 (a) will be re-accepted into the care of the Day Care without the presentation of a medical certificate signed by an authorized medical practitioner clearly evidencing the termination of the said illness is presented.
- c) If a child is ill as in section 1.7 (a) and provides a medical certificate that covers the entire period of illness from the first day of illness to the last day of illness including Saturday and Sunday if the weekend intervenes prior to re-acceptance into the care of the Day Care , monies paid for that period of illness (days not attending the Day Care) will be carried forward to the following week(s).
- d) (e) Where the said child incurs an injury and/or contracts an illness whilst in the care of the Day Care, the Day Care shall inform the Guardian forthwith and take measures as stated by a medical practitioner. Where the Day Care deems the said illness to be highly injurious to the health of the said child so as to cause it to be an emergency, the Day Care shall refer the said child to the Accident & Emergency Department of the Queen Elizabeth Hospital or other medical practitioner, whichever is the preference of the said Guardian, which preference should be stated at the registration of the said child.
- (f) The Guardian shall notify the Day Care of any illness or sign of discomfort experienced by the said child.

## **1.8 Absence**

The full weekly fee is payable where a child is absent for more than 2 days except in the following cases:

- (a) Where as in section 1.7 a child has been ill and a medical certificate is produced that covers the entire period of illness from the first day of illness to the last day of illness
  - (b) Where a child has taken holiday as in section 1.5 (c) (a) for a maximum of three (3) weeks.
- © Any child absent from the care of the Day Care Centre for a period exceeding two (2) days **for any reason** will not be re-admitted without the production of a medical certificate signed by an authorized medical practitioner indicating that the child is free from a communicable disease. Where the weekend intervenes in these circumstances then the provisions of Section 1.5 (d) apply.

## **1.9 Supplies**

The Guardian shall provide the Day Care with all items necessary for the daily care of the said child, which shall include but not be limited to pampers, milk, wipes, juices, snacks, medication, change of clothing etc. Items not supplied by the Guardian as aforesaid may be supplied by the Day Care and costs incurred thereby shall be payable to the Day Care by the Guardian and shall be a debt for the purpose of section 1.3 (c).

## **2.0 Forms and Documents**

- a) Forms and documents with reference to the said child shall be completed by the Guardian stating clearly the name, address, contact information and any other information required by the Day Care.

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- b) Where changes are made to the aforesaid information to the extent that it would render the information previously given to be incorrect, the Guardian shall be responsible for proving the updated information to the Day Care.
- c) The Day Care reserves the right to refuse to accept the said child into its care where inadequate information is submitted to the Day Care as per section 1.9(a).

### **2.1 Collection**

- a) The Day Care reserves the right to refuse to deliver the said child into the care of another person, where that person is not the authorized Guardian of the said child.
- b) Where the Guardian prefers another person other than him/herself to collect the said child on any given day, the Guardian shall provide the Day Care with written notice with respect thereto and the Day Care reserves the right to inspect the I.D cards of any such person.

### **2.2 Regulations**

The Day Care hereby agrees to abide by the regulations as set out by the Barbados Child Care Board, The Government of Barbados and any other regulatory organization or agency with respect to child care.

### **2.3 Termination**

- (a) This Agreement shall be terminated by either party with the provision of two (2) weeks notice (circumstances under section 1.3 (b) hereof excepted where the said agreement shall be deemed to terminate forthwith). Where the Agreement is terminated by the Guardian, notice must be given whilst the child is still attending the Day Care.
- (b) Where notice of termination as aforesaid is not given to the Day Care by the

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Guardian, the fees as per two (2) weeks will be payable to the Day Care as costs.

- (c) The Day Care reserves the right to terminate this agreement forthwith in circumstances where the illness of the said child and/or its behaviour renders it capable of causing harm to other children in the care of the Day Care.

**2.4 Acknowledgement**

- a) The Guardian hereby acknowledges that he/she has read this contract and fully understands and is aware of the policies, terms and conditions stipulated herein and shall abide by the same.
- b) The Day Care shall abide by policies, terms and conditions stipulated herein and shall abide by the same.

Dated the                      day of    20

**SIGNED** by the **GUARDIAN**).....

Witness: .....

Name:

Abode:

Calling or Description:

**SIGNED** by the **DAY CARE**)  
By its representative) .....

Witness: .....

Name:

Abode:

Calling or Description: