



SILVER LININGS TRUST HOMES

ENROLMENT CONTRACT

Resident (Full Name)	
Date of Birth	
ID No	
Type of ID (Passport, National ID, Birth certificate etc.)	

I (full name) _____ In my capacity as the parent / legal guardian of the above-named Resident, acknowledge and understand that he/she has been accepted for entry as a resident of Silver Linings Trust Homes, and that I am responsible for all fees, levies and deposits associated with his/her residing at

_____ (“the Home”) on the following express terms and conditions:

1. **Fees:** I agree to pay all fees, levies and deposits as determined by the Board of Management of the Home from time to time. I acknowledge that the fees are subject to revision without previous notice and are payable in advance on or before the first day of each month. Interest will be charged on overdue accounts at the market rate.
2. **Indemnity:** I will not hold Silver Linings Trust Homes, or the Staff employed at the Home for any losses or injuries sustained nor for accidental death nor death due to illness, which may be incurred by the resident while he/she is residing at the Home, so long as all responsible precautions have been taken.
3. **Authorizations:** In the event of any emergency arising, whether medical or otherwise; and if immediate contact cannot be established with either myself as the parent/guardian, the House Mother or other person in authority at the time of the emergency is hereby authorized to act *in loco parentis* for the resident This applies to any decision considered necessary in the interest and welfare of the resident and /or of the Home and/or of the residents’ body.
4. **Transport:** I agree that the resident may make use of the transport provided by the Home to attend work, work related duties, go on educational/cultural visits or any related activities with the House Mother or any other person so authorized. I agree to pay the cost of transport for the purposes outlined above as may be determined by the Board of Management of the Home from time to time.



5. Rules and Regulations: I confirm that I have reviewed the Rules and Regulations of the Home, which are attached hereto and are to be read as part of this agreement and that they have been availed to the Resident, who shall be obliged to observe them, and I will do the same in so far as they concern me. I further accept that by signing this agreement I will be bound by any other codes of conduct as may be developed by the Board of Management of the Home from time to time.
6. Medication: I acknowledge that all Residents that take medication for a diagnosed condition are required to have regular check-ups with their medical practitioner, at least once every 6 months or as recommended by the said practitioner. I further acknowledge that it is my duty to organize these appointments and it is mandatory that a written report of recommendations be presented to the House Mother after each visit. Similarly, if the staff members of the Home note any change in behavior or side effects of the medication, or if additional information is required, I agree to seek counsel from the appropriate practitioner, on behalf of the Resident with immediate effect.
7. Additional Assessments: Should an assessment by another professional be recommended by the House Mother or the Board of Management of the Home, I agree to take responsibility for organizing the assessment and addressing concerns as soon as reasonably possible. This includes opticians, hearing tests, speech and language therapy, physio or occupational therapy or intervention by other educational or medical professionals.
8. Duration: I accept that this Enrolment is for an indefinite period of time on condition that I have met all financial obligations to the Home as determined by the Board of Management from time to time.
9. Guarantee: I guarantee the truthfulness of all information provided to Home (including information relating to the financial resources of the Resident). By signing this Agreement, the Resident and the undersigned acknowledge that the Home relies on such information, and agree to pay on demand all damages directly or indirectly resulting from the misrepresentation of information provided to the Facility, including reasonable attorney's fees.
10. Late Payment and Non-Payment: The Home maintains the following policies regarding payment and the undersigned hereby agrees to the said policies and conditions:
 - i. An eighteen percent (18%) per annum fee, or the maximum amount allowed by law whichever is less, shall be assessed on all accounts owed by the Resident. If payment is not received, this assessment will be applied immediately following the due date.
 - ii. If non-payment is caused by a breach of this agreement, the undersigned agrees to pay reasonable collection costs and legal fees incurred by the Home.
 - iii. The Resident may be discharged from the Facility for non-payment in breach of this agreement upon appropriate prior notice. The Undersigned agrees to pay damages to the Home resulting from a breach of the obligations created herein to the Home. Such damages shall include collection costs and legal fees.
11. Likeness Consent: The undersigned consents to the image or likeness of the Resident to be used as identification. The undersigned further consents to allow the Home to make use of



the likeness or images of the Resident for the purposes of the Home's activity or socialization programs and to the publication of said likeness and images in newsletters, newspapers, webpages, brochures and similar publicly available material for marketing purposes as may be determined by the Board of Management from time to time.

12. Miscellaneous:

- i. Notices shall be served at the following addresses and using the following contact details for all purposes of this agreement and for the service of all documents or communications of whatsoever nature:

Residential Address	
Email <i>(please print)</i>	
Mobile number <i>(including alternative numbers)</i>	
Contact address and phone number for alternative contact person	

- ii. In the event that the above contact details are no longer accurate, the undersigned shall promptly notify the Home of the change in address or phone number or email address as may be applicable.
- iii. All notices, demands and all communications intended for the undersigned pertaining to the Resident or the Home shall be deemed formally served if:
 - 1. forwarded by prepaid registered post, to have been made, given and received (unless the contrary is proved by the addressee) on the 10th (tenth) business day after the date of posting; and
 - 2. delivered by hand between the hours of 09:00 and 17:00 on any business day, will be deemed to have been served, given and received at the time of such delivery; and
 - 3. successfully transmitted by e-mail, will be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the business day immediately succeeding the date of successful transmission thereof.
- iv. The Resident and the undersigned agree to abide by the Homes Rules and Regulations and to respect the dignity, personal rights, privacy, and property of others within the Home. This Agreement shall be binding upon the undersigned and their successors in title, and assigns.



- v. This Agreement shall remain in effect upon readmission to the Home after temporary absences such as hospitalizations or leaves of absence.
- vi. This Agreement may not be modified or amended except in writing by the Home and the undersigned except in respect of modifications that may become necessary as are required by changes in the law or regulation.
- vii. The failure of any party to enforce any term of this Agreement or the waiver by any party of a breach of this Agreement shall not prevent the subsequent enforcement of such term and no party shall be deemed to have waived subsequent enforcement of this Agreement.
- viii. If any provision in this Agreement is determined to be illegal or unenforceable, the provision will be deemed amended to render it legal and enforceable and to give effect to the intent of the provision. If any such provision cannot be amended, it shall be deemed deleted without affecting or impairing any other part of this Agreement.
- ix. This agreement shall be subject to the jurisdiction of the High Court in Zimbabwe.

SIGNED BY THE RESIDENT (If applicable)

RESIDENTS SIGNATURE _____

SIGNED BY THE PARENT OR LEGAL GUARDIAN

SIGNATURE _____

CAPACITY _____

CONTACT ADDRESS AND PHONE NUMBER (please print)

Address _____

Phone _____ Email _____

SIGNED FOR AND ON BEHALF OF SILVER LININGS TRUST HOMES

SIGNATURE _____

Capacity _____

This ___ day of _____ 20_____