

Terms and conditions

1. Agreement to Abide by Terms and Conditions

a. I agree to abide by these terms and conditions and to ensure that all authorised persons who may attend the Centre on my behalf to drop-off or pick-up the Child will also abide with these terms and conditions.

2. Enrolment Form

a. I confirm that:

i. I am the person with lawful authority and/or Parental Responsibility of the Child nominated on the Enrolment Form; and

ii. the details provided on the Enrolment Form for my Child are all true and correct; and

iii. I will immediately inform the Centre in the event of any change to this information.

b. I understand and acknowledge that:

i. EBASCC will only be able to apply any government benefits towards any fee payments once the information has been verified through the Child Care Subsidy Software.

ii. I will be responsible for accepting the Complying Written Agreement through the Centrelink online/ My Gov account.

iii. EBASCC Learning will record attendance details for each session of care provided for my Child and submit these regularly to Department of Education and Training (DET) using the CRN and claimant details I have provided; and

iv. If I provide incorrect details, EBASCC will not be able to submit to DET any attendance data in respect of my Child I will ensure that a verification is provided for each day my child attends care or are absent from care for regular booked days or will incur a \$5 charge per day absent.

3. Attendance at a Centre

a. I delegate the custody and control of my Child to EBASCC when caring for my Child and agree to accept the Employees and facilities that EBASCC provides to care for my Child.

b. I acknowledge that, although at all times and to the best of its ability, EBASCC staff will use all reasonable care in respect of my Child, there are inherent and unforeseeable dangers and difficulties in providing the Services and EBASCC cannot guarantee the wellbeing of my Child at all times.

c. I authorise EBASCC to take any action it considers necessary, appropriate or in the best interests of my Child in the circumstances to protect my Child at the Centre or otherwise in its care or control.

4. Enrolment

a. I understand and agree that the:

i. Australian Government Priority of Access Guidelines will be followed when offering enrolment to my child.

- I agree, in respect of the Priority of Access Guidelines my child enrolment may be subject to cessation. A minimum of 4 weeks' notice will be provided by EBASCC.

and

- I agree to withdraw my Child on the date advised to me. Every effort will be made to accommodate community families by offering positions vacant on other days where vacancies exist.

b. I understand and agree that:

i. my Child is enrolled at EBASCC on the Booked Days (Enrolment) ; and

ii. the opportunity to obtain additional days will be offered to my Child based on availability.

c. I agree that on enrolling my child at EBASCC it is my obligation to pay the Childcare Fees for the Booked Days

i. starts on the Commencement Date; and

ii. continues until terminated under these Terms and Conditions (Enrolment Term).

d. I understand that if my child requires additional support due to medical conditions I as the parent/carer am responsible to disclose and notify EBASCC of any medical condition at enrolment, as EBASCC Staff may require additional training/ support prior to commencing enrolment.

5. Fees and charges

a. I agree to pay all Childcare Fees payable for my Child during the Enrolment Term two weeks in advance and all new families will pay via direct debit as per agreed billing cycle.

b. I agree to pay the Initial Fees prior to my Child/res first attending at EBASCC and in accordance with the Enrolment Confirmation.

c. I agree to pay for all Booked Days at least 2 weeks in advance of the current week.

d. Casual days can only be booked in addition to permanent booked days and these will be charged as per normal daily fee. Refer to 9e in regards to notice periods.

e. I agree to pay for all Term Fees by week 2 of the current school term on the date advised by EBASCC unless otherwise agreed upon with EBASCC in writing. If fees

are outstanding, I understand that my enrolment in subsequent Term will be cancelled.

f. I understand that EBASCC will email me a statement of the balance of my fees owing each week. I understand that where I do not have an email account that the statement will be provided to me on request by the Centre Coordinator.

g. I acknowledge that if I fail to pay the Childcare Fees on time EBASCC may immediately cease to provide the Services to, and/or terminate the Enrolment of, my Child.

h. I acknowledge that the Childcare Fees are payable on my Child's Booked Days and when my Child is absent for any reason. It is the Parent/carer's responsibility to notify EBASCC of any absences to avoid the "\$5 non-notification fee" charge.

i. I acknowledge that Childcare Fees are not payable for the period for which the Centre closes from over the Christmas to New Year period including any public holidays during this period.

j. Where my Child's Enrolment has ceased I understand that I can receive a refund of any credit balance on my account. Any refund will only be processed 3 weeks after any request in writing using the appropriate form provided by EBASCC to allow sufficient time for Third Party or other account adjustments to be completed.

k. Where amounts remain unpaid or in arrears, I understand and agree that I will be subject to the debt collection policies of EBASCC, which may include the cessation of care and that I may be referred to a debt collection agency for legal action and that my details may be provided to a credit reporting agency which may affect my credit history. I agree to pay for any costs associated with any debt collection action.

6. Payment Methods

a. Direct Debit

i. I acknowledge that I will be required to pay Childcare Fees and any other fees and charges payable under these Terms and Conditions by direct bank debit or credit card on a weekly or fortnightly basis by EBASCC and I will provide and maintain the necessary details and authorisation to allow EBASCC to set up and administer the required payment process.

ii. I agree that any declined direct debit may be resubmitted by EBASCC without seeking my approval or consent at any time in order to seek payment of the amount due and that I will be responsible for any additional costs and charges which may arise as result of the resubmission, including any fees charged directly by my financial institution, the third party direct debit provider or EBASCC.

iii. I acknowledge that

- any changes to my weekly account billing details must be advised to, and formalised with EBASCC and may not be reflected until the following week.
- written authorisation is required before any changes can be made to my account billing details.

iv. I understand and agree to provide a direct debit authority to cover the balance of any payment due, regardless of other payment options.

b. Third Party Payments

i. I acknowledge if my account is being paid in full or partially by a third party, the QikKids Third Party Agreement is to be completed and provided on enrolment prior to my child commencing care.

ii. It is a requirement that Child Care Subsidy (CCS) is only eligible for those individuals responsible for the account (e.g. individuals). The childcare agreement is applicable between the Service Provider and the "Individual" (the person responsible to pay the child care service fees). As a third party offering to pay for child care fees, organisations are not eligible for CCS and as such the full rate of the fee will be invoiced.

iii. Third Party Accounts may be split between the Individual and the Organisation and separate accounts created for this purpose as per the completed Third Party Agreement. I acknowledge that CCS payments received by EBASCC on my behalf will be allocated to my account. Any third party payments will be applied against the Third Party Account.

iv. I understand that whether or not third party payments are due, received or allocated to my account; I agree that I am responsible for the payment of the full balance of my account at each payment cycle.

v. There is provision within the CCS, in particular reference to Additional Child Care Subsidy (ACCS Child Wellbeing) that;

- Children already recognised as requiring additional protection under state or territory based law, will be taken to be 'at risk' for the purpose of ACCS (child wellbeing), as long as they are under care because they are 'at risk'. If a court order or a determination in a particular state uses the term in the legislation, then the child will automatically be considered to be at risk in terms of accessing ACCS (child wellbeing).

vi. If the children in care fall into the above category, please let EBASCC know so we can work together to complete the initial 6 week certification of ACCS (child wellbeing) and then the ongoing 13 week determination blocks.

c. Additional Childcare Subsidy

i. Additional Child Care Subsidy maybe applied in some exceptional circumstance after an internal and external review.

ii. I understand that whether or not Additional Child Care Subsidy is received or allocated to my account, I agree that I am responsible for the payment of the full balance of my account at each payment cycle.

7. Medical acknowledgements and consents

a. I accept that a decision made by EBASCC that my Child is contagious or too ill in regards to NSW Health guidelines, to attend the Centre is final and I agree to ensure my Child is collected promptly after being informed of such a decision. I understand

that Childcare Fees must still be paid for this day or any subsequent day where my Child is absent.

b. I understand that I am to provide current information (as required within enrolment form) in regards to any of my child's medical conditions, including allergies and sensitivities, to the Centre on enrolment and continue to update this information with the Centre at least annually.

c. I acknowledge and agree that in the event of an outbreak of a vaccine-preventable disease at the Centre, EBASCC may be required to notify the Department of Health of any children at the Centre that have not been fully immunised. If my Child is not fully immunised my Child may be excluded from attending the Centre for such time as the Department of Health determines and the Childcare Fees must still be paid for the Booked Days.

d. I agree to provide to EBASCC upon request, and if there are any changes or updates, a copy of the following documents:

i. ACIR (Australian Child Immunisation Record) Immunisation History Statement.

ii. An ACIR Immunisation Medical Exemption Form (IMO11.1512) which has been certified by an immunisation provider;

iii. An ACIR Immunisation History Form on which the immunisation provider has certified that the child is on a recognised catch-up schedule.

e. I acknowledge that the Service must abide by the NSW legislation regarding immunisation and attendance applicable to the Centre that my child is enrolled at.

f. I accept that if my Child has a contagious illness, I will not return my Child to the Centre until:

i. EBASCC advises me that my Child may return to the Centre;

ii. EBASCC has been provided with a clearance certificate from a registered medical practitioner confirming my Child is no longer contagious.

g. I consent to first aid being administered to my Child by any person who is the holder of a current first aid certificate.

h. If my Child's temperature is at or above 38°C and EBASCC is unable to contact me, the parents, guardians or emergency contacts listed on my Child's Enrolment Form within a reasonable time, I permit EBASCC to administer Paracetamol to my Child in accordance with the dosage recommendations of the manufacturer. I understand that as per the applicable EBASCC Policy, my Child will be monitored from 37.5°C.

i. In the event of any illness or injury to my Child whilst my Child is in the care, control of EBASCC, and if in the opinion of EBASCC it is necessary to do so, I authorise EBASCC to seek urgent:

i. medical or dental treatment from the doctor or dentist nominated on my Child's Enrolment Form, from another doctor or dentist or from a hospital or ambulance service;

- ii. assistance from any person nominated as an emergency contact on my Child's Enrolment Form; and/or
 - iii. Ambulance transportation.
- j. I acknowledge EBASCC will inform me as soon as possible about the nature of the illness or injury to my Child.
- k. I understand and accept that an EBASCC Employee can only administer medication (excluding Paracetamol in accordance with this clause 7) to my Child if:
- i. the medication has been authorised by my Child's parent or guardian in the Administration of Medication Record book and a registered medical practitioner has specified the administer dosage required; and
 - ii. the details of the medication and its administration have been accurately recorded in an Administration of Medication Record.
 - iii. I agree to reimburse EBASCC for any charges, costs or expenses incurred by it in obtaining any medical, hospital or related treatment for my Child as outlined under Clause 7.
- l. I authorise EBASCC to apply:
- i. an SPF30+ sunscreen to all unprotected areas of skin on my Child as necessary; and/or children with sensitive skin/specific skincare requirements. Parents, carers/guardians are to notify EBASCC of details of any skin allergies on Enrolment and (when applicable) provide the Centre with any specific sun creams that may be appropriate for the child due to skin allergies/conditions and/or
 - ii. Non-prescription insect repellent, moisturiser if necessary. The application of these items will be communicated via Administration of Medication Record to families unless such application is recorded as 'not permitted' as per Enrolment Form.
- m. I authorise EBASCC to respectfully check my Child's head if it is concerned about the presence of head lice. Where head lice is identified EBASCC is to notify the parents, carers/guardians as soon as possible as per Eastwood Public Schools Policy.

8. Other Authorisations

- a. I consent to EBASCC providing, or bringing third party service providers into the Centre to provide activities or programs that EBASCC consider to be in the interests of my Child (including the Screenings) and I consent to my Child's participation in any of those activities or programs.
- i. additional authorisations (waivers) may be required from time to time such as for external venues during vacation care activities.
- b. I consent to my Child being photographed and/or filmed at a Centre or while in the care of EBASCC and any resulting images, together with my Child's first name, being used by EBASCC in connection with the Services, including for:

- i. display in a Centre or use in connection with Centre activities or programming;
 - ii. keeping records of my Child's activities, including artwork (whether done in a group or individually);
 - iii. recording dietary or medical (including allergy) information or for other health or wellbeing purposes;
 - iv. training purposes, but excluding any use for marketing or promotional purposes, for which specific consent will be sought.
- c. I consent to my Child being collected from or brought to the Centre by any person listed in the Authorised Person's section of the Enrolment Form, even if I have not previously advised of such collection on any given day and agree to advise Centre Employees if my Child is to be collected by any other person.
- d. I acknowledge that EBASCC may require any person collecting my Child to be introduced to the appropriate Employees and provide photo identification prior to my Child being released to them.
- e. I acknowledge that EBASCC may refuse any person from collecting my Child if the above information has not been provided or if the situation at the time of collection is deemed to place the child at risk.
- f. I acknowledge and consent to EBASCC providing any information to any party which may be required to be provided under any law.

9. Notice Periods

- a. I agree to give EBASCC notice of my intention to terminate the Enrolment in respect of my Child in the following manner:
- i. for Enrolments, at least two weeks' notice,
- b. I agree to give EBASCC at least 2 weeks' prior written notice of my intention to reduce my Child's number of Booked Days.
- c. I acknowledge that booked days are unable to be swapped for another day of attendance and that any change to the permanent booking for my Child needs to be undertaken as per 9.a.ii
- d. I acknowledge that upon providing my notice to end my Child's booking, if I wished to re-enrol at the service, I will be placed on the services waiting list. I acknowledge that this does not guarantee re-enrolment at the service.
- e. I acknowledge and agree that if I book a Casual Day for my Child, a minimum of 48 hours' notice is required in writing for cancelling such a booking and if I provide less than this period of notice, I will be liable to pay the full Casual Day Fee for that booking regardless of my Child's attendance.

10. Enrolment Changes

- a. I agree that if I give EBASCC less than the required Notice Period, I will be obliged to pay EBASCC an amount equivalent to the relevant Notice Period's worth of gross Childcare Fees (excluding CCS and Transition to Work or third party payers) that I would otherwise owe to EBASCC based on my use of the Services at the time of giving notice.
- b. I acknowledge that any proposed changes in Booked Days are subject to clause 4b. and are subject to availability and a further offer of Enrolment.
- c. I acknowledge that any proposed increases are subject to availability and a further offer of Enrolment.
- d. I understand and agree to pay for any Notice Period where Enrolment of my Child is cancelled for any reason for breach of these Terms and Conditions.

11. Liability

- a. EBASCC excludes all implied conditions and warranties from these Terms and Conditions except any condition or warranty (such as conditions and warranties implied by legislation) which cannot, by law, be excluded. EBASCC liability in respect of the Services is limited to:
 - i. supplying of the Services again; or
 - ii. payment of the cost of having the Services supplied again.
- b. I acknowledge that, to the maximum extent permitted by law, EBASCC excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by EBASCC negligence) or under statute in connection with its provision of the Services. Without limitation, EBASCC will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

12. Privacy

- a. I acknowledge EBASCC may collect Personal Information relating to myself or my Child in relation to provision of the Services and for the purposes of invoicing.
- b. I acknowledge that EBASCC has obligations arising under the Privacy Act 1988 (Cth), including the Australian Privacy Principles, to protect the Personal Information of its clients and staff.
- c. I acknowledge, that EBASCC may disclose the Personal Information of myself or my Child to its associated entities, government agencies and other third parties for the purpose of providing the Services in accordance with these terms and conditions.

13. Behaviour of Parents/Guardians

- a. I agree to ensure that my Child is left with an educator who is on duty when delivering the Child to the Centre.
- b. I agree that I have a responsibility to treat EBASCC team members with respect and I agree to behave appropriately at all times when dealing with any Employee. Swearing, raised voices and rudeness directed at team members will not be

tolerated and I understand my Child's Enrolment may be terminated if I breach this provision.

c. I acknowledge the personal and sensitive nature and context of EBASCC and information provided in relation to EBASCC and agree to keep, and ensure that others keep, all correspondence, documents and/or other information provided to me by EBASCC or in relation to the EBASCC confidential.

d. I agree to comply with all instructions and procedures to record the attendance of my Child at the Centre and understand that non-compliance with this may result in the subsequent declining of Government Benefits. I agree to pay any amounts subsequently declined.

I understand that EBASCC may be unable to accept my Child into care if:

i. any of these Terms and Conditions are breached; or

ii. EBASCC believes it is unable to adequately care for my Child due to any special or medical needs or behavioural problems.

f. EBASCC reserves the right to terminate, without notice, the Services in respect of my Child if it believes (in its absolute discretion) that to do so is in the best interests of:

i. the Child,

ii. other children in that Services,

iii. the Employees; or

iv. the business operations or reputation of EBASCC.

g. EBASCC reserves the right to refuse entry to its Service to anyone for any reason and at any time.

14. Mandatory Reporting Requirements

a. EBASCC has a responsibility to all children attending care service to protect and uphold their right to care and protection. To support this right, the service will follow the procedures articulated in NSW statutory legislation when dealing with any allegations of abuse or neglect of children.

b. This may include the reporting to the NSW government's body by any employee who is defined as a Mandatory Reporter under the state/ territory legislation that the service operates in.

15. Amendment of Terms and Conditions

a. I accept that EBASCC may change these Terms and Conditions without notice to me provided that the updated Terms and Conditions are made available at EBASCC. If changes to the Terms and Conditions would reasonably be expected to be

material to me, I will be given no less than the Notice Period before such changes apply.

b. The Childcare Fees may be changed by EBASCC at any time, including during the time in which my Child is enrolled and I will be provided with 4 weeks' notice of any changes by EBASCC of changes to any Childcare Fees.

c. Any notifications required by these terms and conditions can be provided to me, or the parent or guardian of my Child by mailing/email or delivering an advice to my message box at the Centre.

d. I acknowledge that any notification will be taken to have been delivered by EBASCC at the time the notification is sent by EBASCC.

16. Wait List

a. I confirm that:

i. I am the person with lawful authority and/or Parental Responsibility of the Child

ii. nominated on the Wait List ; and

iii. The details provided on the Wait List Form for my Child are all true and correct and I will undertake to immediately inform the Centre in the event of any change to this information.

b. I understand and acknowledge that:

i. The completion of the Wait List Form does not guarantee my Child a place and that an offer of Enrolment will be made should a place become available which is suitable for the request outlined in the Wait List Form and in accordance with priority of access guidelines applicable at the time of the offer of Enrolment.

ii. Whilst on the Waiting List, I agree to abide by these terms and conditions to the extent that they apply, excluding terms relating to attendance of my Child at the Centre and fees applicable to attendance.

c. All community families offered Enrolment will be in accordance with the Department of Education and Communities Priority of Access Guidelines

d. Applications for children and siblings already attending the Centre will be offered Enrolment in accordance with the Priority of Access Guidelines.

17. Governing laws

a. NSW laws apply to these Terms and Conditions and any Services provided by EBASCC.

18. Glossary

a. Booked Days means the days on which a Child is booked per week to regularly receive the Services at a Centre as set out in the Enrolment Confirmation.

- b. Casual Day means a day on which a Child attends a Centre and receives the Services that falls outside the Booked Days or other structured Enrolment schedule (as may be arranged with EBASCC from time to time).
- c. Casual Day Fee means the fee that EBASCC determines is payable for a Casual Day attendance by a Child.
- d. CCs means the government approved child care subsidy
- e. Child means the child identified on the Enrolment Form or Waitlist Form for which I have legal responsibility.
- f. Childcare Fees means the fees that EBASCC determines are payable for a Child's Enrolment at the Centre and include fees payable for Booked Days, Casual Day, Terms Fees, Enrolment Fees, Late Fees, Direct Debit Dishonour Fees, Excursion Fees and any other fees or charges for services or goods, less any discounts, which are published by EBASCC from time to time.
- g. Centre means a premise or location managed or controlled by EBASCC from which it provides the Services.
- h. Commencement Date means the date on which a Child's Enrolment starts as set out in that Child's Enrolment Confirmation.
- i. CRN means a customer reference number from Centrelink.
- j. DET means the Commonwealth Department of Education and Training.
- k. Employee means any employee, servant, contractor or agent of EBASCC or any other person attending at a Centre with the permission EBASCC in relation to the provision of the Services.
- l. Enrolment Confirmation means the correspondence sent to a Child's parent or guardian by EBASCC, confirming the Commencement Date, Booked Days, Childcare Fees and other terms and conditions upon which that Child is enrolled at an Centre.
- m. Enrolment Fee means a non-refundable fee payable to EBASCC upon acceptance of a Child's offer of Enrolment.
- n. Enrolment Form means the EBASCC standard enrolment form completed in relation to my Child's Enrolment at a Centre.
- o. Enrolment has the meaning given in clause 4a.
- p. Enrolment Term has the meaning given in clause 4b.
- q. Initial Fees means a payment equal to the lesser of 3 weeks' net Childcare Fees required to secure my Child's Enrolment at a Centre.
- r. License means a license to operate a Centre granted by the relevant government authority.

s. Mandatory Reporter is a term used to describe the legislative requirement for selected groups of people to report suspected cases of child abuse and neglect to government authorities.

t. Medication Authorisation Form means the form described as such and completed and signed as part of the enrolment process for a Child.

u. Notice Period has the meaning given in clause 9.

v. Parental Responsibility has the meaning as given in the Family Law Act 1975 (Cth)(as amended from time to time).

w. Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

aa. Services means services in relation to the education, development, care and well-being of children and related services provided at or by means of a Centre.

bb. Wait List Form means the form completed upon placing the Child on the waiting list for the provision of future Services.