

Enrolment Form

Terms and conditions

Moree ELC 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. Moree ELC 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 on line/ My Gov account.
- iii. Moree ELC 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, Moree ELC will not be able to submit to DET any attendance data in respect of my Child.
- v. I/we will ensure that a verification is provided for each day my child/ren attend care or are absent from care for regular Booked Sessions.

3. Attendance at a Centre

a. I delegate the custody and control of my Child to Moree ELC whilst Moree ELC is caring for my Child and agree to accept the Employees and facilities that Moree ELC provides to care for my Child.

b. I acknowledge that, although Moree ELC warrants that it will at all times and to the best of its ability use all reasonable care in respect of my Child, there are inherent and

unforeseeable dangers and difficulties in providing the Services and Moree ELC cannot guarantee the wellbeing of my Child at all times.

c. I authorise Moree ELC 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:

b. I understand and agree that:

i. my Child is enrolled in the designated Room for the Booked Sessions (Enrolment); and

ii. the opportunity to transition to the next age group Room will be offered to my Child as appropriate for my child and based on availability over time and otherwise at Moree ELC' discretion.

c. I agree that my Child's Enrolment with Moree ELC (and my obligation to pay the Child Care Fees for the Booked Sessions)

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/ren requires additional support due to medical conditions, Moree ELC Staff may require additional training/ support prior to commencing enrolment.

5. Fees and charges

a. I agree to pay all Child Care Fees payable for my Child during the Enrolment Term on regular intervals as per agreed billing cycle.

b. I agree to pay the Initial Bond prior to my Child first attending a Centre and in accordance with the Enrolment Confirmation.

c. I agree to pay for all Booked Sessions at the end of each current week.

d. I can request Casual Sessions from time to time. Moree ELC may agree to provide care to your Child for any Casual Sessions that you request, at Moree ELC's absolute discretion. Casual Sessions can only be booked in addition to permanent Booked Sessions and these will be charged as per normal Child Care Fees.

e. I acknowledge that if I fail to pay the Child Care Fees on time Moree ELC may immediately cease to provide the Services to, and/or terminate the Enrolment of, my Child

f. I acknowledge that, notwithstanding any terms of these Terms and Conditions, Moree ELC does not charge for public holidays where the Centre is closed (being a public holiday in the place that the Centre is located).

g. I acknowledge that, notwithstanding any terms of these Terms and Conditions, the Child Care Fees are payable for the Booked Sessions even if my Child does not attend due to illness, holidays, public holidays when the Centre is open, or any other reason (except if you have cancelled an Approved Casual Session);

h. 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 Moree ELC to allow sufficient time for Third Party or other account adjustments to be completed. Refunds will be payable to a nominated account detailed on the refund form.

i. Where amounts remain unpaid or in arrears, I understand and agree that I will be subject to the debt collection policies of Moree ELC, 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 Child Care 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 Moree ELC and I will provide and maintain the necessary details and authorisation to allow Moree ELC to set up and administer the required payment process.

ii. I agree that any declined direct debit may be resubmitted by Moree ELC 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 Moree ELC.

iii. I acknowledge that:

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

b. Third Party Payments

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

ii. It is a requirement that 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 liable to pay the child care service fees). As a third party offering to pay for child care fees, organisations are not eligible for Child Care Subsidy 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 Moree ELC 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 Child Care Subsidy, in particular reference to Additional Child Care Subsidy (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).

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 Moree ELC that my Child is contagious or too ill to attend a Centre is final and I agree to ensure my Child is collected promptly after being informed of such a decision. I understand that Child Care 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 a Centre, Moree ELC may be required to notify the Department of Health of any children in that 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 Child Care Fees must still be paid for the Booked Sessions.

d. I acknowledge that all Services must abide by the State or Territory government legislation regarding immunisation and attendance applicable to the Centre that my child is enrolled at.

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

- i. Moree ELC advises me that my Child may return to the Centre;
- ii. Moree ELC has been provided with a clearance certificate from a registered medical practitioner confirming my Child is no longer contagious.

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

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

h. In the event of any illness or injury to my Child whilst my Child is in the care, custody or control of Moree ELC, and if in the opinion of Moree ELC it is necessary to do so, I authorise Moree ELC 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 on my Child's Enrolment Form; and/or
- iii. Ambulance transportation.

j. I acknowledge Moree ELC 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 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 and a registered medical practitioner; 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 Moree ELC for any charges, costs or expenses incurred by it obtaining any medical, hospital or related treatment for my Child contemplated by this Clause 7.

l. I authorise Moree ELC to apply:

i. An SPF30+ sunscreen to all unprotected areas of skin on my Child as necessary and/ or

ii. Non-prescription insect repellent, nappy rash cream, moisturiser and/or teething gel to my Child as necessary. The application of these items will be communicated via daily information sheets to families unless such application is recorded as 'not permitted' as per Enrolment Form.

m. I authorise Moree ELC to respectfully check my Child's head if it is concerned about the presence of head lice.

8. Other Authorisations

a. I consent to Moree ELC providing, or bringing third party service providers into the Centre to provide activities or programs that Moree ELC 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.

b. I consent to my Child being photographed and/or filmed at a Centre or while in the care of Moree ELC and any resulting images, together with my Child's first name, being used by Moree ELC 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 Moree ELC 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 Moree ELC 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 Moree ELC providing any information to any party which may be required to be provided under any law.

9. Notice Periods

a. I agree to give Moree ELC notice of my intention to terminate the Enrolment in respect of my Child in the following manner:

i. for Enrolments, at least four weeks' notice,

b. I agree to give Moree ELC at least 2 weeks' prior written notice of my intention to reduce my Child's number of Booked Sessions.

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 I will provide at least 24 hours' prior notice to Moree ELC if I wish to cancel an Approved Casual Session. If I provide less than this period of notice, I will be liable to pay the full Child Care Fee for that booking regardless of my Child's attendance.

10. Enrolment Changes

a. I agree that if I give Moree ELC less than the required Notice Period, I will be obliged to pay Moree ELC an amount equivalent to the relevant Notice Period's worth of gross Child Care Fees (excluding CCS, Additional Child Care Subsidy and Transition to Work or third party payers) that I would otherwise owe to Moree ELC based on my use of the Services at the time of giving notice.

b. I acknowledge that any proposed changes in Booked Sessions 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. Moree ELC 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. Moree ELC 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, Moree ELC excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by Moree ELC negligence) or under statute in

connection with its provision of the Services. Without limitation, Moree ELC 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 that Moree ELC 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 Moree ELC 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 Moree ELC 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.

d. I confirm that I am aware of Moree ELC's Privacy Policy which is accessible at the centre.

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 all Moree ELC 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 the Services and information provided in relation to the Services and agree to keep, and ensure that others keep, all correspondence, documents and/or other information provided to me by Moree ELC or in relation to the Services 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.

e. I understand that Moree ELC may be unable to accept my Child into care if:

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

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

f. Moree ELC 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 Moree ELC.

g. Moree ELC reserves the right to refuse entry to any of its Services to anyone for any reason and at any time.

14. Mandatory Reporting Requirements

a. Moree ELC has a responsibility to all children attending the education and care service and their right to care and protection. To support this right, the service will follow the procedures articulated in each state or territory's statutory legislation when dealing with any allegations of abuse or neglect of children.

b. This may include the reporting to the relevant state or territory 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 Moree ELC may change these Terms and Conditions without notice to me, provided that the updated Terms and Conditions are made available on www.moreeelc.com.au as reference on the admissions page. 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 Child Care Fees may be changed by Moree ELC at any time, including during the time in which my Child is enrolled and I will be provided with 2 weeks' notice of any changes by Moree ELC of changes to any Child Care 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 or email.

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

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 Clause 4, 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.

17. Social Media

a. I confirm I will not post anything onto social networking sites such as "Facebook" that may be construed to have any negative impact on the centres reputation

b. I confirm I will not post anything onto social networking sites that would offend any staff member, parent or child using the centre

18. Governing laws

a. The laws of the State where my Child is enrolled apply to these Terms and Conditions and any Services provided by Moree ELC.

19. Glossary

a. Approved Casual Session means any Casual Sessions requested by you that Moree ELC has agreed to provide.

b. 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.

c. Booked Sessions means Routine Sessions and Approved Casual Sessions.

d. Casual Session means a Session of Care other than a Routine Session (such as a Session of Care in addition to a Routine Session).e. 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. Child Care Fees means the fees for the applicable Sessions of Care as set out in the Fee Schedule and that Moree ELC determines are payable for a Child's Enrolment at an Centre and include fees payable for 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 and varied by Moree ELC from time to time.

g. Centre means a premise or location managed or controlled by Moree ELC 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 Moree ELC or any other person attending at a Centre with the permission of Moree ELC in relation to the provision of the Services.

l. Enrolment Confirmation means the correspondence sent to a Child's parent or guardian by Moree ELC, confirming the Commencement Date, Room, Booked Sessions (or Booked Days in so far as it relates to Kindergarten), Child Care Fees and other terms and conditions upon which that Child is enrolled at an Centre.

m. Enrolment Form means the Moree ELC standard enrolment form completed in relation to my Child's Enrolment at a Centre.

n. Enrolment has the meaning given in clause 4a.

o. Enrolment Term has the meaning given in clause 4b.

p. Fee Schedule means the fee schedule for the Centre as provided by Moree ELC to you on or about the date of these Terms and Conditions, as varied by Moree ELC from time to time.

q. License means a license to operate a Centre granted by the relevant government authority.

r. 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.

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

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

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

v. 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.

w. Moree ELC means Moree ELC and/or any associated entity that manages or operates Centre or provides Services and where the context requires or includes its Employees.

x. NSW Kindergarten Centre means any Centre which only provides kindergarten Services.

y. Room means the room in which the Child is booked to receive the Services as set out in the Enrolment Confirmation.

z. Routine Sessions means the Sessions of Care for which a Child is booked on specified days each week (or each fortnight, if applicable) to receive care at the Centre on a routine basis, as set out in the Enrolment Confirmation and the complying written agreement (as varied from time to time).