

Terms & Conditions

1. Enrolment

1. I understand that the Enrolment/Re-enrolment Form is a Fifty-One (51) weeks contract (The Term) between the parents/guardians and Amigoss Preschool and Long Day Care Centre. The Fifty-one (51) weeks contract applies from the 2nd of January 2020 to the 24th of December 2020. Depending on the commencement date the numbers of weeks of the contract may vary.
2. I confirm that I am the person with lawful authority and/or parental responsibility of the child nominated on the enrolment form.
3. I confirm that I will inform the centre in the event of any change of my personal information, emergency contacts information, or authorised person information
4. I understand and acknowledge that Amigoss Preschool and Long Day Care will only be able to apply for any government benefits towards any fee payments once the information has been verified through the Child Care Subsidy Software
5. Amigoss preschool and Long Day Care will record attendance details for each session of care provided for my child and submit these regularly to the Department Of Education And Training (DET) using the CRN and claimant details I have provided.
6. I will ensure that verification is provided each day my child attends care or is absent from care for regular booked days,
7. I acknowledge that Amigoss Preschool & Long Day Care warrants that it will at all times and to the best of its ability use all reasonable care, concern and control in respect of caring for my child, but I acknowledge the inherent and unforeseeable dangers and difficulties in providing childcare facilities for children.
8. I authorise Amigoss Preschool and Long Day Care to take any action it considers necessary, appropriate or in the best interest of my child in the circumstances to protect my child at the centre or otherwise in its care and control.
9. I understand that the Centre may be used as a training and observation centre by students aiming to/or already working with young children.
10. I am aware that the Centre may occasionally have visitors, or volunteers at the Centre, and consent to my/our child being in the presence of volunteers or visitors, with the Centre's appropriate supervision.
11. I understand and agree that:
 - a. my Child is enrolled in the designated Room on the Booked Days (Enrolment); and
 - b. 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 Amigoss Preschool And Long Day Care discretion.
 - c. I agree that my Child's Enrolment with Amigoss Preschool And Long Day Care (and my obligation to pay the Childcare Fees for the Booked Days)
 - d. starts on the Commencement Date; and
 - e. continues until terminated under these Terms and Conditions (Enrolment Term).
 - f. I understand that if my child/ren requires additional support due to medical conditions, Amigoss Preschool and Long Day Care may need additional training/ support before commencing enrolment.

2. Health

12. 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.
13. I understand that Amigoss Preschool and Long Day Care can exclude children, educators, staff, volunteers or visitors who have infectious diseases, according to with the Amigos Infectious diseases Policy or any other per the NHMRC Recommended Minimum periods of exclusion.
14. I accept that should Amigoss Preschool & Long Day Care consider my child too ill to attend the centre; my child will be collected as soon as possible from the centre.
15. I understand that according to with Amigoss Managing a Child with Acute Fever Policy all attempts to reduce the child's temperature through first aid measures will be undertaken by

an educator or staff member with approved first aid training. Should the child's temperature continue to remain above 38 degrees Celsius without indication of its reducing, steps to administer Paracetamol will commence accord with our Policy. In case that parents/guardian and the authorised nominee cannot be reached, I as a result of this grant permission to Amigoss Preschool & Long Day Care to give one (1) only dose of paracetamol at the appropriate dosage indicated on the medication.

16. I accept that a decision made by Amigoss Preschool And Long Day Care 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 Childcare Fees must still be paid for this day or any subsequent day where my child is absent.
17. I authorise the centre to seek necessary medical, dental or hospital treatment, or ambulance service and consent to the carrying out of appropriate medical, dental or hospital treatment in the event such action appear necessary because my child has been injured, or is ill, at the centre premises. The centre will contact you or an authorised person at the same time or as soon as reasonably practicable afterwards.
18. I agree to reimburse Amigoss Preschool and Long Day Care for any charges, costs or expenses incurred by it obtaining any medical, hospital or related treatment for my Child contemplated and I accept liability for medical, dental, hospital & ambulance as may be incurred.
19. I understand that Medication will not be administered to a child unless prescribed by a medical practitioner, medication will not be delivered to a child unless presented at the Service in the container in which it was dispensed, and written consent will be required by the parent/guardian/authorised nominee before medication will be administered to a child.
20. I am aware that the Centre may require presentation of a medical certificate in the event of the child developing a medical disability or abnormality
21. I understand that if my child has an allergy, I have to supply medical management plan, anaphylaxis management plan and risk minimisation plan for the child. I acknowledge that the mentioned management plan will be displayed in the centre's rooms.
22. I understand that Staff, educators and children are required to apply at least SPF30+ broad-spectrum, water-resistant sunscreen 20 minutes before going outdoors and reapply every 2 hours. Sunscreen is stored in a cool, dry place, and the expiry date is monitored.
23. I request that Amigoss Preschool & Long Day Care apply non-prescription insect repellent, nappy rash cream, moisturiser, and use wipes as they deem necessary.
24. I understand that from 1 January 2018, Amigoss cannot enrol a child unless the parent/guardian has provided an approved immunization form that shows that the child:
 - is fully immunized for their age, or
 - has a medical reason not to be vaccinated, or
 - is on a recognized catch-up schedule if the child has fallen behind with their immunizations.
25. I understand that Immunization records for all children will be requested upon enrolment. Families are required to provide the Centre with an updated copy of immunization information each time their child receives an updated immunization.
26. I acknowledge that under the NSW Public Health Act 2010, an approved immunization form from the Australian Immunisation Register (AIR) must be provided in order to enrol a child as follows:
 - a. An **Immunisation History Statement** showing the child's immunizations are up to date (including if the child has a medical contraindication or natural immunity to some or all vaccines), or;
 - b. An **Immunisation History Form** where an immunization provider has certified vaccines given by another immunization provider (i.e. vaccines given overseas) and/or organized to commence the child on a catch-up schedule for any overdue vaccines.
27. I Understand that other immunization records, such as the Interim NSW Vaccination Objection Form, Blue Book, a GP letter or an overseas immunization records are not acceptable.

3. Pictures

28. As part of documenting your child's learning, educators at AMIGOSS Preschool and Long Day Care are required to undertake observations and learning the stories of your child/ren. This aids in planning appropriate learning opportunities for each child, and may include photographs.
29. Also, as part of our program, regular newsletters and photo movies will be composed and may contain images of children and their work, these movies and pictures will be sent to the parents.
30. Parents are not allowed to take pictures of the children at the centre using their mobile phones or any other devices. However, during shows, functions and other events when parents are invited to the centre, it is challenging for the centre stopping parents from taken pictures of the children. For this reason, you understand that photos may be made by other parents at group events, shows and other celebrations, and Amigoss does not accept any liability for the circulation of these pictures.
31. I understand that the observations and photographs of my child will be used confidentially within the centre and that I can access comments and pictures of my child as needed. Educators at AMIGOSS Preschool and Long Day Care have my permission to observe and photograph my child for planning and to implement educational programs and create regular newsletters.

4. Website login access

32. Amigoss Preschool and Long Day Care Centre have private access to the website (www.amigosspreschool.com.au) designed for each family at the centre (Just for the parents of the children currently enrolled).
33. This private access into the website allows the parents to see and download photos taken for the educators of the children at Amigoss Preschool during the daily activities in the centre.
34. The purpose of this private Gallery is for the parents to enjoy seeing their little ones during their daily routines in childcare.
35. I acknowledge that Pictures and photo movies will be composed, and may contain images of children and their work. I agree that those movies and pictures will be shown to the families through private access to Amigoss Preschool and Long Day Care Centre website.
36. I understand the importance of the children and staff privacy and will ensure that any photos taken in the Education and Care Service are not used in any public or social media.
37. I acknowledge that Amigoss Preschool and Long Day Care does not take responsibility for the circulation of the pictures uploaded into the private access of Amigoss Preschool.
38. I understand that I will have access to the private Gallery of Amigoss Preschool and Long Day Care while my child is in care at the centre. Once I cancelled the child's enrolment, my username will be deleted, and I will not have access to the private Gallery any more.
39. I ask for a username and password to have private access to Amigoss Gallery, and I authorise Amigoss preschool to take pictures of my child at the centre during her/his daily work and uploaded those pictures to Amigoss Preschool Private Gallery, where all the families at the centre can log in and see the images.
40. If you do not want to sign this clause, please cross it out. Your child will not appear in any picture taken by the centre and uploaded to our website and, as a consequence, you will not have access to the private Gallery.

5. Fees

41. I agree to pay all Childcare Fees payable for my child during the enrolment term on regular intervals as per agreed billing cycle.
42. I acknowledge that a Bond consisting of two (2) week's fees in advance is payable at the time a placement is accepted. The deposit bond must be paid before commencement at the centre. This starting bond will be refunded when the child left the centre.
43. I acknowledge that the bond is not refundable if I cancel this enrolment after the 1 of November 2019.
44. I acknowledge that a \$100 Educational Experience Fee is payable at the time a placement is accepted. The fee must be paid before commencement at the centre. **This is an annual fee, and it is not refundable.**

45. I acknowledge that a \$100 Administration Fee Fee is payable at the time a placement is accepted. The fee must be paid before commencement at the centre. **This is a one-off fee, and it is not refundable**
46. I agree that childcare fees must be paid accordingly to the centre's payment options for EZIDEBIT. or DEBITSUCCESS
47. I understand that fees are payable in the following week of my child's attendance, including sick days, holidays or public holidays. We will not charge fees for the week in which the centre is closed (one week over Christmas).
48. I acknowledge that a **\$10 penalty plus any commission due to Ezydebit or Debitsuccess will be applied to each overdue fees.**
49. I know that fees are subject to change at any time provided a minimum of four (4) weeks written notice is given to all families.
50. I understand that it is not acceptable to pick children up late from the centre. A late fee will apply where children are not picked up before closing time (6 pm). Currently, a cost of \$2.00 per minute is charged. A review of the child's enrolment will occur where a parent/carer is consistently late, and this may result in a request to withdraw the child from the centre.
51. I agree that I must provide four (4) full weeks written notice of their intention to withdraw a child from the centre. **The four weeks' notice period will always start the week after the notice is given, regardless is Monday or Friday.**
52. I agree to give Amigoss Preschool and Long Day Care at least two (2) full weeks' prior written notice of my intention to reduce my Child's number of Permanent Booked Days
53. I acknowledge that casual days can only be booked in addition to permanently scheduled days, and these will casual days will be charged as per standard daily fee.
54. I acknowledge that if I fail to pay the Childcare Fees on time, Amigoss Preschool and Long Day Care may immediately cease to provide the Services to, and/or terminate the Enrolment of, my Child.
55. I understand and agree to pay for any Notice Period where Enrolment of my Child is cancelled for any reason for the breach of these Terms and Conditions.
56. I acknowledge that the Childcare Fees are payable in respect of public holidays and designated Centre closure days which may fall on my Child's Booked Days and when my child is absent for any reason.
57. Where amounts remain unpaid or in arrears, I understand and agree that I will be subject to the debt collection policies of Amigoss Preschool And Long Day Care, 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.
58. I understand and agree to provide a direct debit authority to cover the balance of any payments due.
59. 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 childcare service fees). As a third party offering to pay for childcare fees, organisations are not eligible for Child Care Subsidy, and as such, the full rate of the price will be invoiced.
60. 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.
61. I acknowledge that CCS payments received by Amigoss Preschool and Long Day Care on my behalf will be allocated to my account. Any third-party payments will be applied against the Third-Party Account.
62. 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 amount of the full balance of my account at each payment cycle.
63. 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 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). If the children in care fall into the above category, please let Amigoss Preschool And Long

Day Care know so we can work together to complete the initial six (6) week certification of ACCS (child wellbeing) and then the ongoing thirteen (13) week determination blocks.

64. Additional Childcare Subsidy: Additional Child Care Subsidy may be applied in some exceptional circumstance after an internal and external review.
- a. 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. I understand that if my child commences care late at the start of the term (i.e. between weeks 2-4), I am responsible for payment of the full-Term Fees.
 - b. I acknowledge that I will be required to pay Term 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 Amigoss Preschool And Long Day Care and I will provide and maintain the necessary details and authorisation to allow Amigoss Preschool And Long Day Care to set up and administer the required payment process.

6.. Child Care Subsidy (CCS) Enrolment Agreement

65. As a part of your enrolment at our service, we require you to confirm acceptance of the following items to be eligible to receive the Government funding if available. Receipt of these items as week as some of the other information in the enrolment form can be used as a Complying Written Arrangement (CWA). Please read these items:
- a. I confirm that my/our details in this enrolment form, as well as the details of the child I am enrolling, are correct
 - b. I confirm I have agreed to days of care with this service and understand the start and end time of the care provided
 - c. I confirm that consideration may be provided on a casual or flexible basis were available at my service at my request
 - d. I confirm I understand the usual fees associated with the care of my child, which may vary from time to time.
66. I acknowledge that new immunization requirements came into force on 1 January 2016 in relation to child care benefits and family assistance payments (the Commonwealth) and the enrolment of children in childcare (in NSW) as follows:

The Commonwealth has made changes to child care benefits and family assistance payments under the 'No Jab, No Pay' measure to increase childhood vaccination rates, including that conscientious objection is no longer an approved exception for eligibility for the Child Care Rebate, Child Care Benefit, and Family Tax Benefit (Part A - Supplementary). Parents who do not fully immunize their children up to 19 years of age are no longer eligible for child care benefits and family assistance payments with exceptions for children recorded with medical contraindications or natural immunity for certain diseases and those on a recognized Immunization schedule. More information about these Commonwealth changes is available from the Australian Department of Social Services.

7. The behaviour of Parents and Guardians

67. I acknowledge that I have a responsibility to treat all Amigoss Preschool & Long Day Care team members with respect, and I agree to behave appropriately at all times when dealing with any agent or employee.
68. I agree to ensure that my child is left with an educator who is on duty when delivering the child to the Centre.
69. I acknowledge the personal and sensitive nature and context of the Services and information provided concerning the Services and agree to keep and ensure that others keep, all correspondence, documents and/or other information provided to me by Amigoss Preschool And Long Day Care or concerning the Services confidential.

70. 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.
71. Parents have the right to make a complaint or report a concern to our Service at any time. Complaints may be real or perceived, and of a serious nature or more trivial nature (but important to them) such as not being able to quickly find their child's shoes at the end of the day. However, on occasion, a parent's feelings may escalate into anger or aggression, not necessarily due to the concern at hand, but possibly events or situations they have had to already deal with that day, or possibly due to the effect of drugs or alcohol.
72. Swearing, raised voices and rudeness directed at team members will not be tolerated, and the child's enrolment may be terminated if parents or guardians breach this provision.
73. Amigoss Preschool & Long Day Care 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 the child, other children in that Centre, the Employees; or the business operations or reputation of Amigoss Preschool & Long Day Care Centre.

8. Other Authorisations

74. I consent to Amigoss Preschool And Long Day Care providing or bringing third-party service providers into the Centre to provide activities or programs that the organisation considers 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.
75. I consent to my Child being photographed and/or filmed at a Centre or while in the care of Amigoss Preschool And Long Day Care and any resulting images, together with my Child's first name, being used by in connection with the Services, including for:
 - a. display in a Centre or use in connection with Centre activities or programming;
 - b. keeping records of my Child's activities, including artwork (whether done in a group or individually);
 - c. recording dietary or medical (including allergy) information or for other health or wellbeing purposes;
 - d. training purposes, but excluding any use for marketing or promotional purposes, for which specific consent will be sought.
76. 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 notify Centre Employees if my Child is to be collected by any other person.
77. I acknowledge that Amigoss Preschool And Long Day Care may require any person collecting my Child to be introduced to the appropriate Employees and provide photo identification before my Child being released to them.
78. I acknowledge that Amigoss Preschool And Long Day Care 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.
79. I acknowledge and consent to Amigoss Preschool And Long Day Care providing any information to any party which may be required to be provided under any law.
80. 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-enrollment at the service.
81. I acknowledge and agree that if I book a Casual Day for my Child, I will be liable to pay the full Casual Day Fee for that session once the booking has been confirmed. This fee is not refundable regardless of my child attends the booked session or not.

9. Liability

82. Amigoss Preschool And Long Day Care 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.
83. Amigoss Preschool And Long Day Care liability in respect of the Services is limited to:
 - a. supplying of the Services again; or

- b. payment of the cost of having the Services supplied again.
- 84. I acknowledge that, to the maximum extent permitted by law, Amigoss Preschool And Long Day Care excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by Amigoss Preschool And Long Day Care negligence) or under statute in connection with its provision of the Services.
- 85. Without limitation, Amigoss Preschool And Long Day Care will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

10. Revision of Information

- 86. Amigoss Preschool & Long Day Care reviews its policies and procedures every year. However, these policies are publicly exhibited in the main entrance hall and may be reviewed before their due date if required.
- 87. I understand that Amigoss Preschool And Long Day Care may be unable to accept my Child into care if:
 - a. Any of these Terms and Conditions are breached; or
 - b. Amigoss Preschool And Long Day Care believes it is unable to adequately care for my Child due to any special or medical needs or behavioural problems.
- 88. Amigoss Preschool And Long Day Care 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:
 - a. The Child, other children in that Services,
 - b. the Employees; or
 - c. the business operations or reputation of Amigoss Preschool And Long Day Care.
- 89. Amigoss Preschool And Long Day Care reserves the right to refuse entry to any of its Services to anyone for any reason and at any time.

11. Privacy Disclaimer

- 90. We acknowledge and respect the privacy of its clients. The enrolment information that is collected will assist us to meet our legislative obligations and to provide the best level of education and care for your child. By completing this form, you have consented to this information being collected. The data will be used by educators/staff members and relevant government authorities. You have the right to access and alter personal data concerning yourself or your child under the Privacy Act 1988 and our Privacy and Confidentiality Policy
- 91. By signing this document, you agree to follow the policies of the centre and accept the terms and condition of the service.