

Early Education Centre Terms and Conditions

February 2021

1 Agreement to abide by Terms and Conditions

- 1.1 By signing this Early Education Centre Agreement, You agree to abide by these Terms and Conditions and to ensure that all authorised persons who attend the Early Education Centre (“**Centre**”) on Your behalf to drop-off or pick-up the Child, will also abide with these Terms and Conditions.

2 Enrolment

- 2.1 You are the person with lawful authority and/or Parental Responsibility of the Child nominated in this Agreement and enrolled in the Service.
- 2.2 The details provided in the enrolment for the Child are all true and correct; and
- 2.3 You will immediately update the enrolment via ‘My Family Lounge’ in the event any change occurs to this information including contact phone numbers.
- 2.4 In the event the Child is due to start primary school, You will be given the option to cease care in either late December or late January, on dates to be advised by Children’s Services. If You do not nominate one of the ceasing care dates by our nominated due date, the Child’s final care date will automatically default to late January.

3 Casual Care

- 3.1 Casual care may be available at your nominated Centre during the year where you need to pick up an additional day.
- 3.2 The Casual Care fees are non-refundable and non-transferable and you agree to pay for all of the days your Child is booked in and confirmed, regardless of whether your Child actually attends the Centre (e.g. due to illness or because you no longer require the Casual Care as a holiday or a change in circumstances has arisen). Changes are not permitted once the booking is confirmed.

4 Collection of Children

- 4.1 The people specified in Your child’s enrolment as being Authorised to collect may do so without notice. It is Your responsibility to update this information within ‘My Family Lounge’ as changes occur.
- 4.2 You may also need to provide written notice advising of their name, address, date of birth and specify the date and time they will collect the child. All persons referred to in clause 4.1 may have identification requested where they are not known to Centre educators when picking up the child.
- 4.3 Where there are Court Orders that are relevant to the collection of the child, You will provide a copy of the Order, and any changes to these, through ‘My Family Lounge’.
- 4.4 The Centre will adhere to the terms of these orders and advise the police of any breach in these orders.
- 4.5 In the event of a change in family circumstance e.g. relationship break down, removal of children from parent/guardian, informal changes in custody or in the event of children becoming wards of the state; unless the Centre is provided with relevant court orders or Apprehended Violence Orders (or similar), the Centre is unable to prevent a parent who is a signatory to this Agreement from collecting a child from the Centre. In the event of the circumstances outlined, and the absence of documentation, the Centre will allow the children to be collected by either party, notify the other party as soon as possible, and contact the police to inform them of the situation.

5 Late Collection

- 5.1 Late collection refers to the collection of a child after the stated closing time of the Centre.
- 5.2 Within any given 12 month period, in the event that the Child is collected after the Centre closing time, being 6:15pm, will:
 - On the first, second, third and fourth times issue a fine as per Council’s Adopted Fees & Charges per block of 15 minutes or part thereof is to be paid within 14 days of an account being issued by Council.
 - On the fifth time issue a fine and the Child’s position at the Centre will be terminated.

6 Fees and Charges

- 6.1 Council charges a one-off enrolment fee per child (as per Council’s Schedule of fees and charges) which will be included with your first direct debit transaction for childcare fees.
- 6.2 You will pay fees for the total number of days for which the Child is booked at the Centre, including public holidays, absences due to illness/injury, private holidays and casual days. The only exception is when the

centre is closed for a short period between Christmas/New Year and under any exceptional circumstances where we are not permitted to open e.g. catastrophic fire danger rating in some locations.

7 Payment of Fees

- 7.1 You will pay Council in arrears according to your nominated payment schedule (either weekly, fortnightly or 4 weekly).
- 7.2 Your fees owing to Council will reflect any Child Care Subsidy payments you may be entitled to.
- 7.3 Depending on the selected direct debit cycle, fees may still be deducted up to 4 weeks after the Child has finished care.
- 7.4 Deductions – Early Education Centre fees and charges are deducted from the nominated bank account on a Thursday.
- 7.5 Council’s adopted Schedule of Fees & Charges details all the Childcare fees and charges which may be deducted by Council (a copy of the schedule is located on Council’s website).
- 7.6 Direct Debit –Direct debit will commence from the next deduction period after care commences, in accordance with the nominated payment frequency.
- 7.7 Funds –It is Your responsibility to ensure You have sufficient funds in Your account to cover Your weekly, fortnightly or 4 weekly childcare fees and charges.
- 7.8 In the event that there will be insufficient funds when the Direct Debit frequency is due, You agree to contact the Children’s Services Customer Service team by close of business day on the Monday of your Direct Debit week to arrange a payment plan.
- 7.9 Direct Debit rejections, which incur a dishonour fee, will be payable by You and deducted from Your bank account.
- 7.10 In the event that there are insufficient funds and the direct debit has been rejected, the funds will be taken at the next weekly direct debit, regardless of the nominated frequency.
- 7.11 Rejected Direct Debits –Council will continue to deduct childcare fees and charges until an alternate arrangement is agreed to in writing.
- 7.12 Where fees are not paid as required, Council will commence the late payments and termination procedures outlined in the Terms and Conditions.
- 7.13 In the event of a Direct Debit rejection, the date of rejection constitutes the commencement of the overdue period and the termination proceedings timeframe.
- 7.14 Due to the complexity of fee calculation and Child Care Subsidy, You acknowledge that Council is unable to notify of individual changes to the regular fee payment.

8 Child Care Subsidy

- 8.1 You must register with Family Assistance Office/Centrelink or via myGov if You intend to claim the Child Care Subsidy. It is Your responsibility to contact the Family Assistance Office/Centrelink for processing. You understand that you must notify the Family Assistance Office/Centrelink of any changes to circumstances.
- 8.2 Full fees are payable until Council is in receipt of Child Care Subsidy for the child and at any time the Child Care Subsidy is removed.
- 8.3 Full fees are payable if the child is absent from care on their first or last agreed care date with us, or any consecutive days following the first day of care, or in the lead up to and including the final day of care and you will not be eligible to receive Child Care Subsidy for those particular days. This is a Federal Government ruling.
- 8.4 It is Your responsibility to be familiar with your obligations and criteria regarding receipt of Child Care Subsidy.

9 Holding Deposit or Bond

- 9.1 You will pay Council a holding deposit or bond (“Bond”) at the rate set in the Fees & Charges document for each day of care. The Bond is payable on acceptance by You of a day offered within one of Council’s Early Education Centres.
- 9.2 This Bond must be paid to Council within 24 hours of the offer being accepted for the child care placement for each day offered.
- 9.3 In the event of day/s being accepted and not commenced, you will forfeit the bond for that/those day/s.
- 9.4 The Bond is held in Council’s non-interest bearing account (“**Bond account**”).
- 9.5 In the event of days of care being reduced, the original amount of Bond paid will be retained by Council and will only be refunded following the termination of the Agreement in line with clause 10.1 below.

10 Refunds - Bonds

10.1 The Bond will be refunded once:

- a) the correct written notice of termination has been received (see clause 12); and
- b) all attendance days have ceased; and
- c) the final adjustment to Your Child Care Subsidy has been processed by the Department of Human Services, approximately 6 weeks after care ceases.

10.2 For current information on fees, please refer to the Council's *Schedule of Fees and Charges* by searching the word "fees" on Council's website at www.sutherlandshire.nsw.gov.au

11 Late Payments and Termination of Placement

11.1 Late payment of fees will entitle Council to terminate the Child's placement at the Centre.

11.2 Council reserves the right to charge interest on any overdue fees at the same rate of interest approved to outstanding rates under the *Local Government Act*, 1993.

11.3 In the event that fees are late, Council will send two pieces of correspondence notifying You of your outstanding fees.

11.4 In the event fees are not paid following these two pieces of correspondence, Council will terminate Your Child's placement.

12 Notice required to Terminate Agreement or Vary Days of Care

12.1 When You decide to terminate your child's booking, You are required to provide Council with 10 working days written notice, received by 10am on the first day of the 10 day period. This notice must be provided via email to ChildrensServices@ssc.nsw.gov.au If You do not provide such notice, You will be required to pay 2 weeks full fees in lieu of notice.

12.2 When you decide to decrease your Child's total days of care, You are required to update 'My Family Lounge' providing 10 working days' notice, received by 10am on the first day of the 10 day period. If You do not provide such notice, You will be required to pay 2 weeks full fees in lieu of notice.

12.3 If notice is given between 1 December and 31 January, You are required to provide Council with 20 working days written notice, received by 10am on the first day of the 20 day period. Failure to provide such notice will result in 4 weeks of full fees charged.

12.4 You will be required to pay the full fees during the applicable notice period, if the Child does not attend care during this period.

12.5 When notice is given to cease care, physical attendance is required until and including the child's last enrolled day. Non-attendance will impact eligibility for Child Care Subsidy.

13. Absences

13.1 It is Your responsibility to sign your child in and out of care each day.

13.2 In the event of an emergency Council will use the attendance record to account for all children in the Centre.

13.3 Failure to sign the attendance daily will jeopardise Child Care Subsidy and the Child's position at the Centre.

13.4 When your child's enrolment commences, physical attendance is required. Non-attendance will impact eligibility for Child Care Subsidy.

14. Additional Absences

14.1 Under Child Care Subsidy system, each Child will receive an initial 42 absence days per financial year, which may be used for any reason and without proof of circumstances.

14.2 Once 42 absence days have occurred in a financial year, Child Care Subsidy and Additional Child Care Subsidy can only be paid for any additional absences where they are taken for a reason defined in the Family Assistance Law.

14.3 In the event that Child Care Subsidy is received as a fee reduction at more than one Centre, You must inform each Centre when the Child has used the initial 42 absence days.

14.4 Once the first 42 absence days have been exhausted, additional absences may be claimed only in circumstances permitted under Family Assistance Law.

15. Additional Day Eligibility

15.1 To be eligible for a transfer or for extra/additional days, a nil balance must be maintained on the nominated account for a period of no less than six months prior to request for extra care.

15.2 Children's Services will assess applications for additional days and any transfer applications by date of application.

16. Days of Operation

16.1 All Early Education Centres close just prior to Christmas and reopen on 2 January (except if this date falls on a weekend). Fees will not be charged to families during this time.

17. Child Protection

17.1 It is a requirement of educators, as mandatory reporters, to notify the Department of Family and Community Centres and/or the police department of any concerns related to a Child's health and safety.

18. Safety and Emergency Procedures

18.1 Council educators maintain first aid training and are equipped to handle emergency First Aid situations. Whilst all due care and skill are exercised, Council is not liable for any loss or injury incurred as a result of an accident or during an emergency.

18.2 Council educators are trained to deal with such emergencies and at regular intervals fire drills are practised with the children.

18.3 Council reserves the right to seek the assistance of emergency services in any situation requiring them, including ambulance assistance and transportation for the Child.

18.4 In the event of the Child is injured and is unable to attend the Centre, You will be required to pay daily fees.

19. Contagious or Infectious Diseases

19.1 You will abide by the recommended exclusion guidelines the National Health and Medical Research Council.

19.2 Council's Services cannot provide care for the Child in the event that the Child is suffering from any contagious or infectious disease. You must not bring to the Centre any child suffering from an infectious disease unless You provide a medical certificate from a medical practitioner certifying the Child is fit to attend the Centre without risk to other children.

19.3 If the Child is diagnosed as having an infectious disease, You agree to notify the Centre as soon as possible so that parents of other children at the Centre can be notified. A medical practitioner's clearance is required before the Child can return to the Centre.

19.4 In the event the Child is diagnosed with an infectious disease and is unable to attend the Centre, You will be required to pay daily fees.

20. If Your Child is Unwell During Care

20.1 Council will make every reasonable attempt to contact the primary and subsequent contact numbers provided in this Agreement in the event that the Child becomes ill at the Centre.

20.2 You are responsible to ensure the Child is collected as soon as possible.

20.3 In the event that no contact is made or the Child is not collected as agreed and the educators form the opinion that the Child's health is at risk, the Centre will make arrangements for the Child to be admitted to the casualty or emergency section of the nearest available public hospital.

21. Medication

21.1 Details of all medicines required to be taken by the Child shall be entered by the responsible adult accompanying onto the medication form each day at the Centre.

21.2 In the event incorrect details are entered onto the medical form, or no details are provided at the Centre on each day, the medicines required to be administered will not be administered at the Centre by the Council or its educators.

21.3 Where the Child is undergoing ongoing medication (including Ventolin or Epipen), You will supply details required by the Medical Management Plan, including an updated medical practitioner's letter to Council annually or as changes to Your Child's condition or treatment requires.

22. Immunisation Requirements

22.1 The Child must either be fully immunised, on a catch up immunisation schedule or have a valid exemption (for medical reasons) at the commencement of care.

22.2 You are required to provide the Centre with a Medicare Statement or a current AIR immunisation form - <https://www.humanservices.gov.au/individuals/services/medicare/australian-immunisation-register>

22.3 If the Child's vaccination is not up to date, the Public Health Unit may determine they be excluded from the Centre if there is an outbreak of a vaccine preventable disease, even if they are well.

22.4 Families of children excluded from the Centre in the event of an outbreak of a vaccine preventable disease, will be required to pay daily fees.

22.5 You are responsible to provide Council updates to the Child's immunisation.

22.6 The Family Assistance Office may cancel a Child's Child Care Subsidy where the family fail to provide Centrelink with current immunisation records. Council is unable to provide this information to Centrelink on behalf of the Child.

22.7 The Child cannot start care until their current immunisation statement has been supplied.

23. Grievance Procedure

23.1 Council maintains a grievance procedure.

23.2 Follow this procedure in relation to raising matters of concern. All matters raised by both parties are to be kept confidential. The grievance procedure is available at each service or from the Customer Service Team.

24. Amendment of Terms and Conditions

24.1 Council may change these Terms and Conditions without notice, provided that the updated Terms and Conditions are made available on www.sutherlandshire.nsw.gov.au/Community/Childcare.

25. Confidentiality

25.1 Council acknowledges and complies with confidentiality guidelines and legislative requirements as required.

26. Privacy

26.1 Personal information collected by Council is managed under the Privacy and Personal Information Protection Act 1998 (NSW) and you can access it by making a request to Council.

26.2 Personal information can be used for other purposes permitted by the Local Government Act 1993 and regulations made by or under the above Act, and if necessary, may be disclosed to other public sector bodies, agents or contractors in accordance with the Act and Council's Privacy Statement.

26.3 Council's Privacy Statement is available on Council's website at

<https://www.sutherlandshire.nsw.gov.au/Council/Policies-and-Documents/Policies/Privacy-Statement>

27. Governing laws

27.1 These Terms and Conditions and any services provided in accordance with the Early Education Agreement will be governed and construed in accordance with the laws in place in the State of New South Wales.

28. Liability

28.1 Council 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.

28.2 To the maximum extent permitted by law, Council excludes all liability for any injury, claims, costs, expenses, losses and damage, whether that liability arises in contract, tort or under statute in connection with Council's provision of the child care services.

28.3 Without limitation, Council will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

29. Code of Conduct

29.1 When visiting a Sutherland Shire Council Children's Services managed site, attending a meeting/visit/excursion/event organised by SSC Children's Services or interacting with a SSC Children's Services employee OR Family Day Care Educator, adults will;

- Use respectful and open communication
- Follow the policies & procedures in relation to absences and illness/injuries.
- Work collaboratively with educators to resolve any behavioural or other issues that may arise.
- Engage in meetings and other communications as required by the site supervisor.
- Follow the Centre procedures in relation to grievance procedures.
- Ensure that respectable boundaries are upheld at all times

29.2 Council does not permit educators to babysit for parents known throughout the Centre or have friends on social media sites - such as Facebook - with contacts that are known only through the Centre (i.e. not known in any other capacity such as through sporting groups).

29.3 Sutherland Shire Council Children's Services WILL NOT tolerate any of the following behaviour. Engaging in this behaviour may result in your child's position being terminated immediately:

- Swearing / offensive language around children or educators.
- Aggressive behaviour towards children or educators.
- Violence or threats of violence towards children or educators.
- Harassment directed towards children or educators.

- Discrimination towards children or educators.
- Vilification of children or educators.
- Bullying directed towards children or educators.
- Defamation directed towards children, educators or SSC Children's Services, this includes posts on Social Media.
- Other anti-social behaviours.

SSC Children's Services reserves the right to take appropriate action to provide a safe and protective environment for all service users, educators and children, including denying services to any group or individual in breach of the *Code of Conduct for Parents/Guardians*.

Using this Code of Conduct:

This code cannot address all the possible issues which may arise with interactions between families/guardians and members of educators. Where an individual has any doubts as to the applicability of the code, or the appropriate course of action, the matter should be discussed with the supervisor at the site, or Children's Services Management team.

If a breach of this code of conduct occurs, this may result in the enrolment for the child to be withdrawn from our Early or Middle Education and Care services. This decision will be made at the discretion of the Manager of Children's Services.