

## **Terms and Conditions of Enrolment and Complying Written Arrangements Between:**

**Great Start Early Learning Centres Pty Ltd ATF Great Start Unit Trust** (Provider) (ABN: 89 634 097 557) & the Service

*and*

**Primary Parent / Guardian** (Named in the section 'Main Contacts' in the Enrolment Form)

for the care of:

The **Child** (Named in the section 'Child Information' in the Enrolment Form)

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This document is the Terms and Conditions that governs the enrolment and attendance at the Service. The Terms and Conditions accompany the Enrolment Form and these documents should be read in conjunction, along with other governing documents of the organisation.

### **1a. Enrolment Form Details**

a. I am the person with lawful authority and/or Parental Responsibility of the Child nominated on the Enrolment Form and who is entering into a Complying Written Arrangement with the Approved Provider and Service.

b. The details I have provided on the Enrolment Form are true and correct. The details I have provided at "Primary Parent/Guardian" are the details for the parent or guardian who is claiming Child Care Subsidies (CCS) (also CCB and/or CCR). This is the person who is entering into a Complying Written Arrangement (CWA) with the Approved Provider and Service.

c. I agree to provide any Court Orders, Parenting Orders or Parenting Plans to the Centre in relation to powers, duties, responsibilities or authorities of any person in relation to the child or access to the child. This information is required to be disclosed in the "Court / Parenting Orders or Parenting Plans" section of the Enrolment Form per r160(3)(c). This includes details of any court orders in relation to the child's residence or the child's contact with a parent or other person per r160(3)(d).

d. I understand that Great Start Early Learning Centres will record details for each session of care for all children in attendance and submit attendance record reports online to the Child Care Subsidy System (CCSS) (Prior to July 2018, CCMS) using the CRN and details I have provided using the sign in and out roll kiosk. I understand that if I provide incorrect details on the Enrolment Form that Great Start Early Learning Centres is not required to and may not resubmit to CCSS (Prior to July 2018, CCMS) any attendance data in respect of my child.

e. I will immediately inform the Centre in the event of any change to this information and update my child's Enrolment Form in the Enrolment System and re-sign and submit the Enrolment Form.

## **1b. Waiting List Form Details**

a. I confirm that:

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

ii. 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.

## **2. Attendance at the Centre**

a. I agree to abide by the Centre Policies, Procedures, Notices, Family/Parent Handbooks and other Centre documentation.

b. I acknowledge that the Centre may use electronic signatures to receive consents and authorisations. I further understand that electronic signatures can be undertaken through a pin number and/or submission of forms using personal login and password authentication. The use of electronic signatures will be used (but not limited to) for enrolment form, roll kiosk (signing in and out child), forms, etc. I will keep electronic access and pin private and confidential.

c. I understand and agree that the Australian Government Priority of Access Guidelines will be followed when offering enrolment to my child/ren.

d. I understand the Centre's behavioural guidance policy.

e. I understand and agree to follow the Centre's sunscreen protection policy.

f. I delegate the custody and control of my child to Great Start Early Learning Centres whilst Great Start Early Learning Centres is caring for my child and agree to accept the Educators that Great Start Early Learning Centres provide to care for my child and the facilities at which the care is provided.

g. I acknowledge that, although Great Start Early Learning Centres 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 Great Start Early Learning Centres cannot guarantee the wellbeing of my child.

h. I authorise Great Start Early Learning Centres to take any action it considers necessary, appropriate and in the best interests of my child to protect my child or any other children at the Centre or otherwise under its control.

i) I acknowledge that bookings in the QK Enrol system (for both routine, flexible and casual bookings) and the sign-in and out of the Child attending the Service using the QK Kiosk is an Enrolment Record of booking and attendance at the Service. These systems and the use of electronic signatures record the parent's authorisations for acceptance of Complying Written Arrangements.

### **3. Medical authorisations and consents**

a. I understand the medical and illness policies and procedures and have completed all relevant Medical Condition Forms. I will upload the relevant Medical Condition Forms for the child to the Enrolment System.

b. I understand that I am to provide current information (as required within enrolment form) in regard 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 or on request by the Centre via the Enrolment System.

c. I accept that a decision of Great Start Early Learning Centres that my child is contagious or too ill to attend the Centre is final and I agree to ensure my child is collected promptly from the relevant Centre 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.

d. If a child is unwell, the Centre Employees will ensure that the child is kept as comfortable as possible until they are collected by a parent or guardian or the Authorised Nominees named in the Enrolment Form.

e. I acknowledge and agree that in the event of an outbreak of a vaccine-preventable disease at a Centre, Great Start Early Learning Centres is required to notify the Department of Health of any children in that Centre that have not been immunised. If my child is not 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.

f. I agree to provide the centre with all information regarding the health and wellbeing of my/our child. I accept that if my child has a contagious illness, I will not return my child to the Centre until:

i. Great Start Early Learning Centres has advised me that my child may return to the Centre or has advised me that my child may return to the Centre after a specified period and that period has passed; or

ii. a qualified and registered medical practitioner issues my child with a medical certificate confirming they are no longer contagious and that certificate is made available to Great Start Early Learning Centres.

g. I agree to provide to the Centre via the Enrolment System as required, and if there are any changes or updates, the following documents:

i. ACIR Immunisation History Statement

ii. An ACIR Immunisation Medical Exemption Form which has been certified by an immunisation provider; or

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

The Parent is required to upload the above document (as required) to the Enrolment System and complete online Immunisation Schedule in QK Enrol.

h. 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.

i. I consent to first aid being administered to my child by a person who is the holder of a current first aid certificate or is a registered nurse.

j. I consent to the educators and staff of service seeking, or where appropriate, administering, such emergency medical treatment as is reasonably necessary and that I/we will reimburse/meet any necessary expenses incurred.

k. In the event of any illness or injury to my child whilst my child is in the custody or control of Great Start Early Learning Centres, and if in the opinion of Great Start Early Learning Centres it is necessary to do so, I authorise Great Start Early Learning Centres (Approved Provider, Nominated Supervisor or other educator at the service) to seek:

i. Medical or dental treatment from the doctor or dentist nominated on the Enrolment Form, from another doctor or dentist or from a hospital or ambulance service, or assistance from the Authorised Nominee ("Additional Contact – Authorisation: Medical" on the Enrolment Form (see r160(3)(i)).

ii. Ambulance transportation - Great Start Early Learning Centres will inform me as soon as possible about the nature of the illness or injury to my child.

l. I understand that all medication administered at the Service will only be given if the medication has been prescribed by a registered medical practitioner, from its original container, bearing the original label with the name of the child to whom the medication is to be administered, and before the expiry or use by date, and the medication must be administered in accordance with any instructions attached to the medication; or any written or verbal instructions provided by a registered medical practitioner. (Per National Regulations. Part 4.2, Regulation 95). I acknowledge a Medication Form must be completed and signed by a Parent for medication to be administered at the Service.

m. I authorise and consent to the educators administering medication if so requested by me or those I have nominated on the Enrolment Form to do so on my behalf; Additional Contact – Authorisation: Medical.

n. I authorise for the Nominated Supervisor or other educator at the service to administer general first aid as per the manufacturer's recommendations.

o. I authorise the Centre employees to apply:

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

ii. Non-prescription insect repellent and moisturiser to my Child as necessary. The application of these items will be communicated via daily information sheets to families.

If application of the above product is advised as 'not permitted' to be applied to child, a Medical Record Form is required to be prepared by the Parent. The Parent is responsible to supply another product for the above purposes.

The application of these items will be communicated via daily information schedules to families.

p. I authorise Great Start Early Learning Centres to check my child's head if there is concern about the presence of head lice. This will be conducted in a respectful manner.

q. I will reimburse Great Start Early Learning Centres for any charges, costs or expenses incurred by it in obtaining medical, dental, ambulance, hospital or any other treatment.

#### **4. Other Authorisations**

a. I agree that I will assist with my child's learning and the service's documentation methods by completing curriculum documentation including Transition Statements, Family Input, etc.

b. I authorise my child to follow procedures in accordance with the services Emergency Management Plan, policies and procedures in the event that an emergency and drill occurs while attending the service (including excursions). This includes evacuating to on-site and off-site assembly areas. Please note throughout the year emergency management plans will be practiced periodically including attending on-site and off-site assembly areas.

c. I consent to Great Start Early Learning Centres taking my child on local excursions which do not include any type of transportation or the crossing of main roads.

d. I consent to Great Start Early Learning Centres providing, or bringing third party service providers onto the Centre to provide activities or programs that Great Start Early Learning Centres consider to be in the interests of my child and I consent to my child's participation in any of those activities or programs. I understand that Great Start Early Learning Centres will notify me of these activities or programs.

e. I consent to my child being photographed and filmed (including as part of group activities) at a Centre or during an excursion. I also consent to any of those images, together with my child's name being used by Great Start Early Learning Centres in connection with:

- Curriculum Portal;
- Display in a Centre or use in connection with Centre activities or for programming and curriculum;
- Keeping records of my child's Centre activities including artwork (whether in a group or as an individual);
- Recording dietary or allergy information or for other health or wellbeing purposes; and
- Training purposes.

f. Families will be asked to provide specific consent in the event Great Start Early Learning Centres wishes to use photos, images or video for marketing and promotional purposes.

g. I agree for the Child to be observed and programmed for by students who may be employed at the service or completing practical components of their studies at the service, and if relevant, copies of the child's documentation to be submitted to the institution the student is completing their studies at as part of an assessment.

h. I consent to my child being collected from or brought to the Centre by anyone listed in the 'Authorisation: Collection' section or anyone identified in the 'Emergency Contacts' section of the Enrolment Form, even if I have not given prior advice of such collection. I

understand that Great Start Early Learning Centres may require a person collecting my child to be introduced to the appropriate Employees and provide photo identification prior to my child being released to them. I will advise the Centre whenever my child is to be collected by one of these people.

i. I acknowledge that the Centre 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.

j. I acknowledge and consent to the Centre providing any information to any party which may be required to be provided under any law.

## **5. Enrolment Term and Changes**

a. I acknowledge that my child's enrolment (and my obligation to pay the Childcare Fees):

- i. starts on the Commencement Date as set out in the Enrolment Confirmation; and
- ii. Continues until terminated under these Terms and Conditions.

b. I understand that:

i. my child is enrolled in the Room on the Booked Days;

ii. the opportunity to transition to the next age group will be offered to my child based on availability; and

iii. in some cases, children are unable to transition to the next age group immediately after their birthday. If this is the case then my child will continue in their current Room, and the Childcare Fee in respect of that Room applies, until the transition is implemented.

c. I agree to give two week's notice in writing when reducing my child's booked days or terminating my child's enrolment. I am aware that if my child does not attend care during the cancellation notice period that I will be ineligible for Child Care Benefit deductions, resulting in full fees being charged.

d. I agree to give two week's notice in writing when child will be taking annual leave and wishing to apply the Holiday Discount. Please refer to Services' Fee Schedule for information on discounts offered. For the Holiday Discount to be applied the Parent Account must be current and have no outstanding fees and appropriate notice has been given by the Parent.

e. 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.

f. 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.

## **6. Fees and other charges**

a. I agree to pay the Initial Fees prior to my Child first attending a Centre and in accordance with the Enrolment Confirmation. I understand that the Initial Fees (booking fees, holding deposits and fees paid in advance) to hold child enrolment are non-refundable if child does not attend service as scheduled on the Commencement Date.

b. I agree to pay all Childcare Fees payable in accordance with the Terms and Conditions, Fee Policy and Fee Schedule for my Child on a weekly basis.

c. I agree to pay for all routine and flexible Booked Days at least 2 weeks in advance of the current week and failure to do so may result in the cancellation of my child's enrolment.

d. Casual days can only be booked in addition to routine / permanent booked days and these will be charged in addition to routine booked days as per normal daily fee in accordance with the Fee Schedule. I acknowledge that a minimum of 48 hours' notice is required for cancelling a Casual Day. If I provide less than this period of notice, I understand I am liable for the full Casual Fees. Casual day booking fees are due for payment 48 hours before casual day attendance.

e. I understand that the Centre 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 Director.

f. If I fail to pay the Childcare Fees Great Start Early Learning Centres may immediately cease to provide the Services and terminate the enrolment of the child.

g. The Childcare Fees are payable for:

i. each Day on which my child is enrolled (routine, flexible and casual sessions); and

ii. the reservation of my child's place in the Room on the Booked Day and not the attendance of my child.

h. Childcare Fees are set by Great Start Early Learning Centres and are payable in respect of public holidays, child holidays, illness and designated Centre closure days which fall on my child's booked routine, flexible and causal days and when my child is absent for any reason.

i. Child Care Subsidy is applicable for up to 42 absences per financial year (including Public Holidays). Per the Regulations, once your child has reached 42 absences you will not be eligible for CCS (Prior to July 2018, CCB and CCR) for any additional days absent and will incur the cost of full fees for these absent days, unless you provide approved documentation (i.e. doctors certificate, court orders detailing custody arrangements, etc). CCS (Prior to July 2018, CCB and CCR) will not be paid for public holidays if 42 absences have already been used. Please consult the Government website for entitlements.

j. The Childcare Fees and Session Times are determined by Great Start Early Learning Centres and may be changed or varied by Great Start Early Learning Centres at any time, including during the time in which my child is enrolled, subject to the application of clause 15.

k. I understand that Late Fees will apply if my Child is collected after the closing time of the centre in accordance with the Fee Schedule.

l. I understand that in the event that my account becomes overdue, I give permission for the centre to forward my personal details to their nominated debt collection agency to recover the debt owing. I understand that an additional 25% will be added onto the fees owing for fees and charges incurred in the collection process.

## **7. Payments**

### *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 using the Centre's nominated financial institution/agent. I will provide and maintain the necessary details and authorisation to allow the Centre to set up and administer the required payment process.

ii. I agree that any declined direct debit may be resubmitted by the Centre 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 The Centre.

iii. I acknowledge that the completion of a new direct debit form 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.

v. I understand dishonoured payments will incur dishonour fees and I will be charged prescribed fees by the financial institution. This fee is subject to change.

### *b. Third Party Payments*

i. I agree that any direct debit payments due and owing by me may be reduced by payments from third parties including, but not limited to, CCS (also CCB and CCR). I acknowledged that CCS (also CCB and CCR) or third party payments received by the Centre on my behalf will be allocated to my account when received. Any CCS (also CCB and CCR) or third party refunds will be allocated to my account when made.

ii. 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.

### *c. Special Child Care Benefit*

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

ii. I understand that whether or not Special Child Care Benefit 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.

## **8. Reimbursing Great Start Early Learning Centres**

a. I acknowledge and agree that I shall reimburse Great Start Early Learning Centres for all and any out of pocket expenses reasonably incurred by it in providing the Services.



## **9. Termination of Services**

a. I agree to give Great Start Early Learning Centres at least 14 days (from the end of the current week) written notice of my intention to terminate the Services in respect of my child (a Notice Period).

b. I agree that if I give Great Start Early Learning Centres less than the required period of notice I will be obliged to pay Great Start Early Learning Centres an amount equivalent to the relevant notice period's worth of gross Childcare Fees (excluding CCS, CCB, CCR, Jobs Education Training and Child Care Fee Assistance or "third party payers", etc) that I would otherwise owe to Great Start Early Learning Centres based on my use of the Services at the time of giving notice.

c. I agree to give Great Start Early Learning Centres at least 14 days (from the end of the current week) written notice of my intention to alter my child's Booked Days.

d. I agree to continue to pay Great Start Early Learning Centres the Childcare Fees that I would otherwise have paid to Great Start Early Learning Centres for up to 14 days (from the end of the current week), based on the use of the Services at the time the notice is given.

e. I understand that any changes that may need to be made to my weekly account billing details need to be advised to the Centre Manager by 12pm on the Thursday before my billing day and that any changes requested after this time may not be implemented before the next billing day. I note that the completion of a new Direct Debit form is required before any changes can be made to my account billing details.

## **10. Liability**

a. Great Start Early Learning Centres 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. Great Start Early Learning Centre's 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. Subject to paragraph 10.a. I acknowledge that, to the maximum extent permitted by law, Great Start Early Learning Centres excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by the Centre negligence) or under statute in connection with its provision of the Services. Without limitation, Great Start Early Learning Centres will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

## **11. No solicitation of staff**

a. I will not offer to employ, engage, procure nor seek to procure the services of any Employee of Great Start Early Learning Centres other than in connection with the Services.

b. The restriction in clause 11a continues in respect of Employees at a particular Centre for 12 months from the date my child's enrolment at that Centre ceases. If I retain any Employee or former Employee of Great Start Early Learning Centres in breach of this provision I acknowledge that Great Start Early Learning Centres will be entitled to claim

from me an amount equal to the Childcare Fees that would have been payable in respect of the Services for the number of Booked Days for which my child was enrolled before the enrolment ceased.

## **12. QK Journeys & Curriculum Documentation**

a. If you are a Parent by enrolment and registered to use QK Journeys, Great Start Early Learning Centres agrees to provide you access to the Application and Website and you agree to only use it in accordance with the terms and conditions, Centre Policies and Procedures, Parent Handbook and all other relevant documentation of the organisation.

b. Great Start Early Learning Centres grants the Parent the right to access the use of the QK Journeys website and App. This right is non-exclusive, non-transferrable and limited by and subject to this Agreement. Great Start Early Learning Centres reserves the right to terminate user access or cease to use the Site at anytime.

c. Personal use only: The parent must only use the Application and Site for personal and non-commercial purposes.

d. General Obligations: the parent must only use the Site for its personal purposes to assist the care, learning and development of their children. The Parent must keep their user name and password private and confidential at all times.

e. Acceptable use: The Parent shall only use the Application and Site to access Child Data about his or her child and shall not access or attempt to access information about any other child or children, except where information about other children is included as part of a group learning activity in which the Parent's child is participating. The Parent shall not use the site for any illegal purpose or activities or for the transmission or storage of material which is unlawful, in breach of the service policy and procedures, defamatory, harassing, invasive of individual privacy, abusive, harmful, threatening or otherwise objectionable or offensive. The Parent or user must not copy, transfer, share any Child Data on social media platforms, websites, applications, email, etc. Great Start Early Learning Centres reserves the right to suspend or terminate the parents access to the Site and also terminate their children's enrolment if it believes that the Parent has been engaged in any unlawful or any of the above named activities.

f. Child Data Consent: Under this agreement Great Start Early Learning Centres obtains the Parents consent (and on behalf of their child) to use any Child Data in this Application and Site. The Parent acknowledges that once the consent has been obtained for use of the Child Data, Great Start Early Learning Centres cannot subsequently remove all information from the Application or Site.

g. Consent for emails and messages: The Parent agrees to receive emails and electronic notifications with updates and information from the Application and Sites.

h. Indemnity: The Parent indemnified Great Start Early Learning Centres and its associated parties against any liability, claims, costs and losses arising from any actual or alleged claim that Great Start Early Learning Centres stores, uses or disclosures of any information on the Site. In addition, Great Start Early Learning Centres is not liable for any consequential indirect or special damage or loss of any kind, or any loss caused by the Parent or any person whatsoever.

### **13. Privacy**

a. I acknowledge that the information being collected is to process your enrolment at the Centre and assists us in delivering the education and care of your child. You consent to this information being collected. The intended recipients of this information are the Centre, its authorised educators and relevant government authorities. You have the right to access and alter personal information concerning yourself or your child in accordance with the Privacy Act 1988 and the Centre's Privacy and Confidentiality Policy.

b. Great Start Early Learning Centres may disclose this personal information to its associated companies, to credit reporting agencies and other third parties as part of provision of the Services. If I have an overdue account Great Start Early Learning Centres may disclose my personal information to debt collection agencies.

c. I understand that I may access my personal information by writing to Great Start Early Learning Centres or contacting the service that my child attends.

d. Subject to these Terms and Conditions, I understand that Great Start Early Learning Centres will maintain the confidentiality of my child's address, telephone number, medical details and developmental records. I also understand that any information provided in communication charts including sign in/out sheets, medication charts, and day sheets is usually on display at the relevant Centre and therefore does not remain confidential.

e. Proposed Information Uses and Disclosures: I understand this information and give my permission for information to be shared and accessed by:

i. Educators and staff working with your child to assist them in planning for your child's health, care and educational needs; to make contact with you; and to document their observations and developmental information;

ii. Regulatory Authority may review enrolment forms and curriculum documentation for auditing of compliance with the relevant regulations (r181 and r182);

iii. The Regulatory Authorities will be provided with non-identifying statistical information in order to meet funding and service agreement requirements.

### **14. Further Parents/Guardians Responsibilities & Obligations**

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 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 The Centre or in relation to the Services confidential.

c. 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.

d. I acknowledge that I have a responsibility to treat all Great Start Early Learning Centres team members with respect and I agree to behave appropriately at all times when dealing with any agent or 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.

e. I understand that Great Start Early Learning Centres can choose not to accept my child into care if:

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

ii. Great Start Early Learning Centres believes it is unable to adequately care for my child due to any special or medical needs or behavioural problems.

f. Great Start Early Learning Centres 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 Centre,

iii. the Employees; or

iv. the business operations or reputation of Great Start Early Learning Centres

g. Great Start Early Learning Centres reserves its right to refuse entry to any of its Centres to anyone for any reason and any time.

## **15. Amendments**

a. I accept that the Centre may change and vary the Enrolment Form, Terms and Conditions, Complying Written Arrangements, Fee Schedules, and the Centre Policy and Procedures without notice to me. 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. I acknowledge that I am deemed to accept the Amendments to Enrolment Form, Complying Written Arrangements, Terms and Conditions, Fee Schedule, Policies and Procedures, etc, if I do not provide Notice and continue my Enrolment at the Centre.

b. The Childcare Fees may be changed and varied by the Centre at any time, including during the time in which my Child is enrolled and I will be provided with 14 days notice by the Centre 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 mail, email, Centre noticeboard 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 the Centre at the time the notification is sent by the Centre or left in the message box or displayed.

## **16. Governing law**

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

## 17. Glossary & Definitions

- Authorised Nominee means a person who has been given permission by a Parent or Family Member to collect the child from the education and care service (Per160 (3)(b)(iii)).
- Approved Provider is Great Start Early Learning Centres Pty Ltd ATF Great Start Unit Trust.
- Booked Days means the day or days on which the child is booked per week to receive the Services as offered in the Enrolment Confirmation.
- Centre means a premise either owned or leased by Great Start Early Learning Centres Pty Ltd ATF Great Start Unit Trust from which it provides the Services.
- Centre Activities means activities and programs conducted at a Centre by Great Start Early Learning Centres or by a third party.
- Casual Day means a day on which the child is booked to receive the Services that falls outside the routine Booked Days or other structured enrolment schedule.
- Casual Fees means the daily fees that Great Start Early Learning Centres determine are payable per child enrolled per room per Casual Day.
- CCB means government approved Child Care Benefit.
- CCR means a government approved Child Care Rebate.
- CCSS means Child Care Subsidy System.
- CCS means a government approved child care subsidy.
- Childcare Fees means the daily fees that Great Start Early Learning Centres determine are payable per child enrolled per room per day.
- Commencement Date means the date on which the child's enrolment starts as set out in the Enrolment Confirmation.
- Complying Written Arrangements (CWA) are included in the Enrolment Form and the Terms and Conditions: For subsection 200B(3) of the Family Assistance Administration Act, an arrangement is a complying written arrangement where it expressly sets out, in writing, all the following:
  - a) the name and contacts details of the parties to the arrangement;
  - b) the date the arrangement was entered into;
  - c) the name and date of birth of the child to whom sessions of care are proposed to be provided;
  - d) whether care will be provided on a routine basis under the arrangement, and if so:
    - i) details about the days on which sessions of care will usually be provided; and
    - ii) usual start and end times for these sessions of care;
  - e) whether care may be provided on a casual or flexible basis under the arrangement (either in addition to, or instead of, being provided on a routine basis);
  - f) details about fees proposed to be charged to the individual for the sessions of care provided under the arrangements, which can be detailed by reference to other materials (such as a fee schedule or information available on a website maintained by the provider) that expressly understand may vary from time to time.
- Complying Written Arrangements (CWA) Commence Date: The commence date the written arrangement is the earliest of the following dates:
  - a) Submission of the Child's Enrolment Form or CWA; or
  - b) The Commence Date.
- Parenting Order means a parenting order within the meaning of section 64B(1) of the Family Law Act 1975 (Commonwealth).
- Parenting Plan means a parenting plan within the meaning of section 63C(1) of the Family Law Act 1975 including a registered parenting plan with the meaning of section 63C(6) of that Act. (Per r160(3)(c)).
- 'Parties to the Arrangement' means a person named as the 'Primary Parent/Guardian' and Service Provider entering a binding agreement in form of an Enrolment Form and Complying Written Agreement (CWA).

- Child Data; means all child, family, and parent information uploaded onto the Application and Site or used in the Service's curriculum documentation.
- CRN means the customer reference number from Centrelink.
- DEEWR means the Commonwealth Department of Education, Employment and Workplace Services.
- Employee means any employee, servant, contractor or agent of Great Start Early Learning Centres.
- Enrolment Confirmation means correspondence to the relevant parent or guardian from Great Start Early Learning Centres, confirming the Room, Day, fees and other terms and conditions upon which a child is enrolled.
- Enrolment Form means the Great Start Early Learning Centres Enrolment Form (including the Complying Written Arrangements), Terms and Conditions and Fee Schedule.
- Family member in relation to a child, means— (a) a parent, grandparent, brother, sister, uncle, aunt, or cousin of the child, whether of the whole blood or half-blood and whether that relationship arises by marriage (including a de facto relationship) or by adoption or otherwise; or (b) a relative of the child according to Aboriginal or Torres Strait Islander tradition; or (c) a person with whom the child resides in a family-like relationship; or (d) a person who is recognised in the child's community as having a familial role in respect of the child;
- Guardian in relation to child, means the legal guardian of the child.
- Notice Period has the meaning given in clause 9.
- Parent; in relation to child, includes - (a) a guardian of the child; and (b) a person who has Parental Responsibility for the child under a decision or order of a court. (Per r160(3)(b)(i)) The terms "Parent" and "Parent/Guardian" are synonymous in the enrolment form.
- Parental Responsibility is a term defined under section 61B of the Family Law Act 1975, which means "all the duties, powers, responsibilities and authority which, by law parents have in relation to children". Parental responsibility is not affected by any change in the nature of the relationship between the child's parents; for example, whether the parents have separated or either or both have re-married. However, a court order, such as an order made under the Family Law Act, may take away the authority of a parent to do something, or may give it to another person.
- 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.
- Great Start Early Learning Centres means Great Start Early Learning Centre Pty Limited ATF Great Start Unit Trust (and any associated company that operates a particular Centre) and any of its Employees or providers. Contact details: PO Box 3740, Victoria Point West, QLD 4165.
- Room means the room in which the child is booked to receive the Services as offered in the Enrolment Confirmation.
- Services means childcare facilities and related services provided at a Centre.
- Service Provider means the entity that provides long day care services.
- Site; the internet website for QKeYLM, QK Enrol or QK Journeys and the associated Applications and Websites.
- Unlicensed Centre means a Centre that has not received a Licence.
- Waiting List Fee means a fee payable to Great Start Early Learning Centres upon placing the child on the waiting list for the provision of Services.