



TERMS AND CONDITIONS

New Lambton District OOSH Inc ABN 86 383 823 749

Welcome to the New Lambton District OOSH (NLDOOSH) family. Our aim is to ensure that every child feels valued, safe and celebrated at our centre. We strive to ensure opportunities are given to all children as they develop their social conscience and grow as a person. To help us achieve this, the following terms and conditions detail our commitment to you and your obligations to us as part of the NLDOOSH family.

1. Our service

Details about the NLDOOSH service, including locations and policies, can be found on our centre [website](#).

2. Your information and authorisations

- a. By signing these terms and conditions you are entering in to a legally binding agreement with NLDOOSH and confirm that you are the parent or legal guardian of the registered child/ren. You must immediately notify NLDOOSH if this authority or capacity changes in any way.
- b. You acknowledge that NLDOOSH is not legally obliged to offer childcare for your child/ren. Enrolment is subject to availability of places and compliance with the policies and procedures of NLDOOSH.
- c. You are responsible for supplying and keeping your child/ren's details up to date at NLDOOSH. For new attendees, you are required to notify the centre of any needs at least four (4) weeks prior to the day you would like your child/ren to start attending our centre.

Relevant information

- d. The relevant information you are required to supply and update includes, but is not limited to:
 - i) medical (including medications)/ behavioural/ accessibility/ dietary information;
 - ii) contact persons;
 - iii) people authorised to collect your child/ren;
 - iv) any order a court makes for custody and care of your child/ren;
 - v) information related to the Commonwealth Childcare Subsidy;

NLDOOSH T&C's continued

- vi) outside activities your child/ren attend during OOSH time; and
 - vii) any other information that will help us to consistently provide quality care for your child/ren.
- e. You agree to meet with NLDOOSH staff, when requested, to discuss any of the information in 2d.

Participation in activities

- f. You authorise your child/ren to participate in all NLDOOSH program activities including, but not limited to:
- i) watching occasional G rated movies;
 - ii) having their face and/ or nails painted;
 - iii) having makeup applied;
 - iv) having their hair decorated with coloured hairspray/ glitter/ chalk;
 - v) water play; and
 - vi) participating in local excursions where children leave the school grounds, supervised by NLDOOSH staff, and walk, or are transported, to and/or from the excursion location.
- g. You understand that for any one-off special events or activities NLDOOSH will seek additional authorisation.

Protective care and treatment

- h. NLDOOSH will supply sunscreen and insect repellent and will remind children to use them. You authorise your child/ren to apply these to themselves, under staff supervision.
- i. You authorise NLDOOSH to administer appropriate first aid in the event of accident or illness, and to obtain all assistance and necessary medical/dental treatment for your child/ren, including ambulance transportation (with or without receiving express approval from you at the time of the incident).

For more detail on how we handle emergencies please visit the [policy](#) section of our website.

Photographs, videos and sound recordings

- j. You authorise NLDOOSH to take photographs, videos and sound recordings of your child/ren to be used for the following purposes:
- i) to share their experiences with members of the NLDOOSH community via our New Lambton District OOSH website, newsletters, visual displays, email communications, social media, digital apps etc
 - ii) for use in reporting to parents/guardians
 - iii) in the development of NLDOOSH staff training materials and internal communications
 - iv) to document observations and record participation.

- k. You understand that for any photographs, videos or sounds recordings of your child/ren to be used for external communication purposes, NLDOOSH will seek additional authorisation.

For more detail on how we use photos, videos and sound recordings please visit the [policy](#) section of our website.

Observations

- l. You agree to having students from authorised learning institutions, and other approved centre visitors, observe your child/ren while they are attending our centre.
- m. You understand that if questioning or testing of your child/ren is requested, NLDOOSH will seek additional authorisation.

Transport to other schools

- n. Parents of children who do not attend school at New Lambton South or New Lambton Heights Public Schools authorise their child/ren to be transported between their primary school and the NLDOOSH centre they are attending. Transport will normally be by bus, as per our centre policy, noting that in exceptional circumstances children may have to walk, accompanied by NLDOOSH staff.

3. Your fees and financial obligations

- a. Fees for care and services provided by NLDOOSH will usually be set on an annual basis but may be subject to change throughout the year with approval by the NLDOOSH Parent Management Committee. Any changes in fees will be made with four (4) weeks' notice to families.
- b. A registration fee will be charged for each child on enrolment each year.

Permanent bookings

- c. For permanent bookings, the entire fee for your child/ren's care must be paid as per your invoice using an approved payment method.
- d. Fees are paid for the days your child/ren is booked into our centre, including times when your child is absent due to illness, holidays or any other reason.
- e. Any changes to permanent bookings during the school term require a minimum of four (4) weeks' notice otherwise fees are to be paid. If the child/ren are leaving the centre and won't attend during the notice period, a charge in lieu of notice will be applied to the account representing a week's fees for each week of the notice period. Please note: Child Care Subsidy is not payable for absent sessions at the very beginning or very end of an enrolment

Casual bookings

- f. Casual bookings can be made in accordance with our centre's procedures and associated fees will be added to your account.

NLDOOSH T&C's continued

- g. Casual bookings may be cancelled up to 48 hours prior to the session with no charge otherwise the usual casual fee will be charged for your child/ren.

Additional charges

- h. You accept that bank charges, credit card fees, withdrawal fees or otherwise related to the payment of your child/ren's account will be passed on to you for payment.
- i. You accept that you will be required to pay in full for any expenses incurred as a result of any necessary medical/dental treatment for your child/ren, including ambulance transportation.
- j. You accept that additional charges may attract GST.
- k. NLDOOSH charges additional fees to your account in the following circumstances:
 - i) your child/ren is/are not collected from the service by the advertised closing time. You will be charged \$20 for the first ten (10) minutes then \$1 per minute for every minute thereafter
 - ii) you wish your child/ren to be given breakfast during before school care
 - iii) for an excursion you would like your child/ren to attend where there is a cost involved
 - iv) you make a late payment for your booking/s.

Childcare subsidy

- l. You are responsible for providing Centrelink with all relevant information to support your eligibility for the Commonwealth Childcare Subsidy.
- m. You are responsible for the whole fee for your child/ren's care and should there be any issue or missed payment under the Commonwealth Childcare Subsidy (CCS) or any family law arrangement, you will pay the balance of the enrolment fee directly to NLDOOSH.

Overdue fees

- n. Failure to pay fees, or make payments under an agreed payment plan, by the due date may:
 - i) attract a late payment fee; and/or
 - ii) result in your child/ren's enrolment being suspended or terminated.
- o. Any fees that remain outstanding at the end of each term may be referred to a debt collection agency and you will be liable for all associated costs.

For more detail on our fees and charges please visit the [fees](#) and [policy](#) sections on our website.

4. Your child's participation

- a. You agree to sign your child/ren in and out in accordance with our centre's policy and procedures.

- b. You agree to notify NLDOOSH as soon as possible if your child/ren is/are absent.
- c. Your child will not be accepted at our centre if they appear to be suffering from an infectious or communicable disease, or in the opinion of the NLDOOSH, appear too unwell to attend.
- d. If your child/ren does/do not meet the expectations outlined in the NLDOOSH Behaviour Management Policy, their enrolment may be suspended for a notified period or cancelled permanently with the child/ren being excluded from our centre.
- e. You agree to immediately make arrangements to collect your child/ren from our centre if they are suspended or excluded.
- f. You agree to meet with NLDOOSH staff, when requested, to discuss any issues relating to your child/ren's suspension or exclusion.
- g. If your child/ren is subject to suspension or exclusion from our centre or is withdrawn due to medical reasons, NLDOOSH may disclose the name of the child and the reason for the suspension, exclusion or withdrawal to persons in control of the school and/or institution at which our centre located.
- h. If your child is suspended or withdrawn due to medical or behavioural reasons, their return to our centre will be managed according to an agreed plan as determined by NLDOOSH staff following appropriate consultation.

For more detail on behavioural expectations and on how we manage infection and disease please visit the [policy](#) section on our website.

Other activities during OOSH

- i. If you require your child/ren to attend an activity during OOSH time that is not part of our OOSH program such as tutoring, sport or a school excursion, you:
 - i) will provide details of the activity including whether it is recurring, the contact details of the person signing them out (i.e teacher or tutor), and whether the child/ren will be returning to the service after the activity
 - ii) understand that once the child/ren is signed out to the other activity, they become the responsibility of the other party and are not under the care of NLDOOSH.

5. Risk, indemnity and release

- a. You acknowledge that, although NLDOOSH will use all reasonable care in respect of your child/ren, there are inherent and unforeseeable dangers and difficulties in providing outside of school hours care, and NLDOOSH cannot guarantee the wellbeing of your child/ren at all times.
- b. You authorise NLDOOSH to take any action it considers necessary, appropriate or in the best interests of your child/ren in the circumstances to protect your child/ren in its care or control.

- c. You indemnify and hold harmless NLDOOSH employees, members of its Parent Management Committee and agents against all claims, demands, actions and liabilities (this includes any personal injury, property damage, legal costs) should they arise for any accident, loss or injury suffered by your child/children of any kind occurring (other than from willful negligence of OOSH) in the course of your child/children attending OOSH.
- d. To the maximum extent permitted by law, you fully and forever release NLDOOSH employees, members of its Parent Management Committee and agents from any and all responsibility, claims, demands, actions and liabilities that should arise due to or in connection with your child/ren and the activities engaged in as part of your child/ren's enrollment at OOSH.
- e. To the maximum extent permitted under law:
 - i) NLDOOSH excludes all implied conditions and warranties from these terms and conditions; and
 - ii) NLDOOSH's maximum liability to you or your child/ren under this agreement is limited to the average annual fees paid by you to NLDOOSH in connection with the individual child's enrolment with NLDOOSH.

6. Your privacy

- a. NLDOOSH collects and holds personal information about you and your family to ensure that the best possible service is provided and to meet the requirements of the Children and Young Persons (Care and Protection) Act 1998.
- b. NLDOOSH is very careful with the storage and use of your personal information. It will be retained securely in hard copy and electronic formats.
- c. Personal information is used only for purposes related to the provision of our services and the care of your child/ren. It is accessible by staff employed by NLDOOSH and may be provided to government agencies, partners and contractors of NLDOOSH and/or similar.
- d. You give permission for NLDOOSH to disclose personal information as necessary and acknowledge that you will not hold NLDOOSH liable for any breach of privacy or confidentiality by government agencies, partners of NLDOOSH and/or similar.
- e. NLDOOSH staff and/or contractors are legislatively bound to report situations where they consider that the child/ren are at risk of significant harm. When this occurs, it is done so as a report under the relevant legislation and is not a breach of privacy.

For more detail on how we manage privacy please visit the [policy](#) section on our website.

7. Changes in terms and conditions

From time to time NLDOOSH's terms and conditions will need to be updated in order to implement government changes or to accommodate enhancements to our services. When this happens, you will:

- i) be notified of any changes

- ii) have the right to cancel your child/ren's enrolment, without charge, if you do not accept the changes (noting that cancellation will be effective from the date you notify in writing).

8. Governing jurisdiction

These terms and conditions will be governed by the laws of the state of New South Wales.