



Hamilton South Before and After School Care Centre Inc.

P: 02 4961 2909 E: hamsouth@bigpond.net.au

2019 ENROLMENT FORM

All information contained in this enrolment form is regarded as confidential and shall only be viewed by primary contact staff.

Please read each section carefully before completing and signing.

SECTION 1: CHILD'S DETAILS

CHILD 1

Child's Name _____
Surname Middle Christian

Male Female

Address of Child _____

Date of Birth _____ Country of Birth _____

Child's Nationality _____ Religion _____

Language/s spoken by Child _____

Child's CRN: _____ Child's Start date: _____

Does this Child have any cultural, religious or dietary requirements or additional needs?

Yes No If YES please detail in Section 6 (Medical Conditions).

CHILD 2

Child's Name _____

Surname Middle Christian

Male Female

Address of Child _____

Date of Birth _____ Country of Birth _____

Child's Nationality _____ Religion _____

Language/s spoken by Child _____

Child's CRN _____ Child's Start date _____

Does this Child have any cultural, religious or dietary requirements or additional needs?

Yes No If YES please detail in Section 6 (Medical Conditions).



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CHILD 3

Child's Name _____
Surname Middle Christian

Male Female

Address of Child _____

Date of Birth _____ Country of Birth _____

Child's Nationality _____ Religion _____

Language/s spoken by Child _____

Child's CRN: _____ Child's Start date: _____

Does this Child have any cultural, religious or dietary requirements or additional needs?

Yes No If YES please detail in Section 6 (Medical Conditions).

CHILD 4

Child's Name _____

Surname Middle Christian
 Male Female

Address of Child _____

Date of Birth _____ Country of Birth _____

Child's Nationality _____ Religion _____

Language/s spoken by Child _____

Child's CRN _____ Child's Start date _____

Does this Child have any cultural, religious or dietary requirements or additional needs?

Yes No If YES please detail in Section 6 (Medical Conditions).



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SECTION 3: PARENT / GUARDIAN DETAILS

Parent / Guardian 1 Name: _____
Surname Middle Christian

Relationship to Child/ren _____ Date of Birth: _____

Address _____

Home Phone: _____ Mobile _____

Are you an Australian Resident? Yes No Country of Birth _____

Date of arrival in Australia (if applicable) _____ Male Female

Occupation: _____ Employer: _____

Work Address _____

Work Phone _____ Hours of Work _____

Email address _____

CRN _____

Parent / Guardian 2 Name: _____
Surname Middle Christian

Relationship to Child/ren _____ Date of Birth: _____

Address _____

Home Phone: _____ Mobile _____

Are you an Australian Resident? Yes No Country of Birth _____

Date of arrival in Australia (if applicable) _____ Male Female

Occupation: _____ Employer: _____

Work Address _____

Work Phone _____ Hours of Work _____

Email address _____

CRN _____



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SECTION 4: CHILD CARE SUBSIDY

Will you be claiming weekly Child Care Subsidy (CCS)? Yes No If yes please provide details below.

Name of Person Claiming _____
Surname Middle Christian

Date of Birth _____

Address: _____

CRN _____

SECTION 5: EMERGENCY CONTACTS

I hereby authorise the Staff of Hamilton South Before & After School Care Centre Inc. to contact the following people, if I cannot be contacted, in the case of an emergency. Please supply two (2) names other than Parents / Guardians.

NAME	ADDRESS	MOBILE	LAND LINE	RELATIONSHIP TO CHILD

NOTE: It is important that you inform the above people that you have included them as emergency contacts and that they may be contacted in the case of an emergency, with your child/ren or the Centre, and asked to collect your child/ren when you cannot be contacted.



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AUTHORITY TO COLLECT YOUR CHILD/REN FROM THE CENTRE

I hereby authorise the Staff of Hamilton South Before & After School Care Centre Inc. to allow the following people to collect my child/ren from the Centre.

NAME	ADDRESS	MOBILE	LAND LINE	RELATIONSHIP TO CHILD/REN

NOTE: It is important that you inform the above people that they may be asked to show identification on their first few visits until Staff become aware of whom they are. Only those people to whom you have given authority will be permitted to collect your child/ren from the Centre.

SECTION 6: CUSTODY INFORMATION

Are there any court orders, parenting plans, parenting orders or access orders in relation to your child/ren?.

YES NO If **YES** please provide details:

NOTE: The Centre cannot enforce custody issues without a copy of the relevant Court Order held at the Centre. Please discuss any custody issues with the Centre Nominated Supervisor before enrolment. Custody papers received _____ Centre Supervisor (signature)

PEOPLE NOT PERMITTED TO COLLECT MY CHILDREN

Please complete this form to identify to staff any people you **DO NOT** wish to collect your child/ren

Child's Name: _____

Name of person NOT permitted to collect your child/ren: _____

Relationship to child/ren: _____

Please identify briefly the reason/s why collection is not permitted: _____

Parent/Guardian/Carer Name: _____

Signature: _____ Date: _____

Any alterations to this form must be made in writing.



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SECTION 7: MEDICAL AND BEHAVIOUR INFORMATION

N.B. Failure to disclose full health and behaviour information which prevents the appropriate type of care provided for your child/ren may result in your child/ren's exclusion from the centre.

BEHAVIOUR

Please specify if any assistance is required with toileting or feeding.

Toileting: _____ Feeding: _____

Is there any behaviour you think we should be aware of to better care for your child?

MEDICAL INFORMATION

Family Doctor's Name: _____

Address: _____

Phone number: _____

Does your child/ren have any allergies or medical conditions including Asthma, Anaphylaxis or diabetes?

Yes No

If **YES** please provide details, including a copy of a Medical Management Plan or Risk Minimisation Plan prepared by the child's doctor, if applicable.

Does your child/ren require regular medication? YES NO If **YES** please provide details:

NOTE: Medication will only be administered to a child in accordance with the Centre's Medication Policy. (Please ask Staff for a copy).



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Has your child/ren ever been hospitalised? YES NO If **YES** please provide details:

IMMUNISATION

Has your child/ren received the necessary immunisation for their age? YES NO

(PLEASE PROVIDE A COPY OF YOUR CHILD'S IMMUNISATION RECORD WITH THIS ENROLMENT FORM)

If **NO** Please detail reason: _____

Health record of the child/ren provided and viewed by staff? YES NO

Is your family in a Private Health Fund? YES NO

Name of Private Health Fund: _____

Private Health Number: _____

Family Medicare Number: _____

SECTION 9: INDIVIDUAL INFORMATION AND DIVERSITY

This information assists staff in the daily care and education of your child/ren.

Hamilton South Before & After School Care Centre Inc. is an inclusive service and encourages multiculturalism and multi-religious celebrations

Does your child/ren have any particular food dislikes? YES NO If **YES**, please provide details

Does your child/ren fear anything in particular? YES NO If **YES**, please give details

Does your child/ren attend a Vacation Care Centre YES NO if **YES**, please give details



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Please provide details about your child/ren's interests, for example, hobbies, sport, books, games, art and craft, music etc.

What are 3 of your child/ren's:

Strengths? _____

Developmental Challenges? _____

Are there any particular areas you would like Staff to pay specific attention to?

NOTE: Centre Staff will also talk to your child/ren about their interests on a regular basis and where possible those interests will be accommodated.

SECTION 9: AUTHORISATION AND APPROVAL (PERMISSION)

NOTE: Please read this section carefully. If you do not give your permission for any of the following please cross it out and initial next to it. **Please be advised that points 8 and 9 are compulsory.**

1. PERMISSION TO SEEK MEDICAL ASSISTANCE IN AN EMERGENCY.

That in the case of accident or other emergency resulting in the need for immediate medical attention, I hereby give permission for the Staff to seek any of the following urgent treatments:

- Medical
- Dental
- Hospital
- Ambulance Service and transportation of the child/ren by ambulance.

2. PERMISSION TO CARRY OUT APPROPRIATE FIRST AID TREATMENT IN AN EMERGENCY.

That in the case of accident or other emergency resulting in the need for immediate medical attention, I hereby give permission for the service to carry out appropriate first aid treatments.

3. PERMISSION FOR STAFF TO GIVE MEDICINE IN CASE OF EMERGENCY.

I hereby authorise the staff to administer an age/weight appropriate dose of a fever reducing agent to my child/ren, should he/she have a fever, while awaiting my arrival to seek medical treatment. (Panadol liquid).



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4. PERMISSION FOR THE APPLICATION OF SUNSCREEN.

I hereby give permission for staff to apply sunscreen to my child/ren before outdoor play activities.

5. PERMISSION FOR PHOTOGRAPHS/VIDEO TO BE TAKEN.

I hereby consent to my child being photographed/videoed while at the Centre.

NOTE: There are a number of reasons the Centre takes photographs/videos of the children, including:

- Providing visual documentation for families to see what their child/ren does through the day
- To assist with reflection of the program
- To use as part of promotion and publicity for the Centre

6. NOTIFICATION OF ARRIVAL AND DEPARTURE OF CHILDREN AT THE CENTRE.

I agree to have my child/ren signed in and out on the appropriate documentation at the Centre on arrival and departure each day they attend the Centre.

7. DVD RATINGS.

I agree to allow my child/ren to watch DVD'S with a rating of "G" and "PG"

8. CHILD ABSENCE

I agree to notify the Centre if my child/ren is absent from the Centre on a day that they are booked in.

NOTE: Each child/ren is eligible for CCB for the initial allowable 42 days absence from the Centre. These absences can be taken for any reason and do not require supporting documentation. The Centre needs to record the amount of allowable and approved absences our child/ren is entitled. This is a requirement from the Department of Family and Community Services. Each child receives a certain number of allowable absence days at the beginning of the financial year that is paid by Child Care Benefit (CCB).

I have read the above information and agree to give my permission.

Signed: _____ Date: _____

SECTION 10: PAYMENT OF FEES

Objectives:

To ensure that the Centre is paid for services provided

To ensure parents do not run into debt

Procedure:

1. FEE PAYMENT

Fees are to be paid via direct Transfer only.

Failure to pay the unpaid fees by the first day of child care in the following week will result in debt recovery action being taken and discontinuation of care for the child/ren, unless the parent/s have immediately initiated a repayment schedule for the late fees with the Nominated Supervisor, and can meet the weekly fees payment in advance requirements. Failure by parent/s to do so will result in immediate discontinuation of care for the child/ren and your child/ren will not be accepted into the Centre.



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2. NOTICE OF DISCONTINUATION OF ATTENDANCE

When you wish to discontinue or terminate your child care place/s at the Centre you are required to provide two (2) weeks written notice to the Nominated Supervisor, or you are liable to pay the equivalent of two weeks child care fees to the Centre. An Exit Form must be completed before leaving.

3. ABSENCES FROM THE CHILD CARE CENTRE

Fees are payable for bank/public holidays, family holidays and sick periods if the Centre is operating and those days fall on a day that your child/ren is booked into the Centre.

4. CENTRE CLOSURE

No fees are charged while the Centre is closed during school holidays.

5. LATE FEE

The Centre is open from 7.00am to 9.00am for Before School Care; 3.00pm to 6.00pm for After School Care. Staff is unable to accept children in the Centre outside these hours. Should children be present after the 6.00pm closing time, a late fee of \$20.00 per 15 minutes or any part thereof will apply. There will be no waiver of this late fee policy.

6. PAYMENT OF FEES

I understand that fees must be paid once invoiced within the stated due date, that my child/ren's place at the Centre may be terminated if fees are not up to date, and that I may be liable for any additional costs incurred in recovery of outstanding fees.

7. COSTS OF DEBT RECOVERY

I (The Client/The Parent) expressly agree/s that I am liable for any additional costs including administrative fees, debt recovery fees, Solicitor fees and disbursements incurred by Hamilton South Before & After School Care Centre Inc. as a result of my failure to pay the fees and charges for the service provided within the strict terms of payment specified in this agreement. I accept that I may also be charged an additional fee for interest at the statutory rate recoverable in the appropriate Court at the time prevailing however I am aware that costs incurred through Court action against me will be limited to the fees recoverable under the State Legislation for legal cost recovery.

Signed: _____

Date: _____



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TERMS AND CONDITIONS

1. PARTIES:

The Provider: Hamilton South Before & After School Care Centre Inc. ABN 76 861 825 289
The Guardian: Child/ren's Parent/Guardian or Carer.

2. DEFINITIONS

- 2.1. The Provider is Hamilton South Before & After School Care Centre Inc. ABN 76 861 825 289 PO Box 213 The Junction NSW 2291.
- 2.2. The Guardian is the Child's parent and/or guardian as described in the Child Enrolment Form.
- 2.3. The Child is the party described in the Child Enrolment Form.
- 2.4. The Rules are the rules, guidelines, policies and procedures contained in the Child Enrolment Form and the Enrolment Policy and Fees Rates as amended from time to time.
- 2.5. The Services include the provision of child care services to the Guardian for the Child including any services described in the Provider's tax invoice or Statement of Account.
- 2.6. The Fee is the amount invoiced for the provision of the services by the Provider.
- 2.7. Major failure is Services that are unsafe and/or substantially unfit for normal purpose and cannot reasonably be made fit within a reasonable time.

3. GENERAL

- 3.1. These Terms and Conditions together with the Child Enrolment Form and the Enrolment Policy and Fees Rates form this Agreement.
- 3.2. The submission of an Enrolment Form by the Guardian is deemed to incorporate these Terms and Conditions notwithstanding any inconsistencies which may be introduced by the Guardian unless expressly agreed to by the Provider in writing. In the event that an inconsistency exists and/or arises it is acknowledged between the parties that these Terms and Conditions will prevail.
- 3.3. No subsequent correspondence or document shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Provider.
- 3.4. These Terms and Conditions are binding on the Guardian, his heirs, assignees, executors, trustees and where applicable, any liquidators, receivers or administrators.
- 3.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter, words importing persons shall apply to corporations, heirs, assignees, executors, trustees and where applicable, any liquidators, receivers or administrators.
- 3.6. Where more than one Guardian completes this agreement each shall be liable jointly and severally.
- 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 3.8. The failure by the Provider to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the Provider's right to subsequently enforce that provision.
- 3.9. The Guardian acknowledges that the Provider may detail these Terms and Conditions on its website. In this event, the Terms and Conditions on the Provider's website shall apply to any future dealings as between the parties and the Guardian is deemed to have notice of any such Terms and Conditions and/or amendments.

4. FEE

- 4.1. The Fee is the amount described on the tax invoice or statement of account issued by the Provider to the Guardian in respect of the services provided pursuant to this Agreement.
- 4.2. The Provider reserves the right to change the Fee from time to time and notice in writing will be provided by the Provider within a reasonable time.
- 4.3. The Guardian must:
 - 4.3.1. Ensure that Fees are paid in advance; and
 - 4.3.2. Pay the Provider's tax invoices or statements of account within fourteen (14) days from the date of invoice or statement without deduction or set-off.
- 4.4. The Guardian is responsible for paying the Fee to the Provider irrespective of the Guardian's eligibility for, or receipt of Child Care Subsidy.
- 4.5. Time is of the essence for payment of the Provider's tax invoices and statements of account.
- 4.6. The Provider reserves the right to charge an equipment and transportation fee as provided for in the Enrolment Policy and Fees Rates.

Direct Debit Authority

- 4.7. When the Guardian has given a credit card or account debit authority, the Provider is authorised to debit all fees and charges payable under this Agreement to the Guardian's card or account, whether owing now or in the future.

Deposit

- 4.8. The Provider may require the Guardian to pay a deposit in advance to secure a placement for the Child.
- 4.9. The deposit is non-refundable and will be forfeited if the Guardian does not proceed with the placement or varies the start date of the placement by more than seven (7) days.



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4.10. The deposit must be paid by the Guardian before the Child commences the placement.

5. GOODS AND SERVICES TAX

- 5.1. GST refers to Goods and Services tax under the *Goods and Services Act 1999* ("GST Act") and terms used herein have the meanings contained within the GST Act.
- 5.2. It is hereby agreed between the Guardian and the Provider that the consideration for the Provider expressed in this agreement is exclusive of the Provider's liability of GST.
- 5.3. On sale:
 - 5.3.1. The Guardian will pay to the Provider, in addition to the total purchase Fee, the amount payable by the Provider of GST on the taxable supply made by the Provider under this agreement;
 - 5.3.2. The Provider shall deliver to the Guardian a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

6. DISHONOUR OF CHEQUE OR DIRECT DEBIT

- 6.1. If any cheque issued by the Guardian or by any third party in payment is dishonoured or if any direct debit payment is dishonoured:
 - 6.1.1. The Provider may refuse to supply any further Goods and Services until satisfactory payment is received in full, including bank fees and charges;
 - 6.1.2. The Provider is entitled to treat the dishonour as a repudiation of this agreement and to elect between terminating this agreement or affirming this agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Guardian.
 - 6.1.3. The Guardian may be liable for a dishonoured transaction fee of \$20.00 or such other amount as charged by the Provider's Bank or operator of its direct debit facility.

7. PROVISION OF SERVICES

- 7.1. Subject to compliance with its obligations under this agreement, the Provider shall exercise its independent discretion as to its most appropriate and effective manner of providing the Services and of satisfying the Guardian's expectations of the Services.
- 7.2. In the discharge of its duties, the Provider shall comply with all reasonable resolutions, regulations and directions of the Guardian that may lawfully be given from time to time as to the nature and scope of the services to be provided.
- 7.3. Nothing in the above clause shall effect the Provider's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this agreement.
- 7.4. The Provider does not warrant that it will be capable of providing the Services at the specific times requested by the Guardian.

8. RISK AND LIABILITY

- 8.1. The Guardian warrants the accuracy, reliability and completeness of the information provided in the Enrolment Form and agrees that the Provider shall not be liable for and the Guardian releases the provider from:
 - 8.1.1. Any loss or damage or for consequential loss or damage, loss of income, loss of profit or interruption of business arising as a result of the provision of incomplete or incorrect information;
 - 8.1.2. liability for any injury or death to any person or damage to any property arising directly or indirectly from the provision of incomplete or incorrect information;
 - 8.1.3. Any loss incurred as a result of delay, or failure to provide the Services or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Provider's reasonable control.
- 8.2. The Provider warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 8.3. The Provider shall not be liable for any loss or damage arising from the provision, late or deferred provision or non-provision of the services which do not amount to a major failure including consequential loss or damage.
- 8.4. Where the Guardian does not provide complete and accurate details about the mother or father of the child in the Enrolment Form, the Provider is entitled to prevent that mother or father from collecting or accessing the Child if the Provider is unable to ascertain with certainty after making reasonable enquiries:
 - 8.4.1. That the person is the mother or father of the child;
 - 8.4.2. That the person is permitted to collect or have access to that child.
- 8.5. Where the Guardian does not provide complete and accurate details about a friend or relative who has authorisation to collect the child, the Provider is entitled to prevent that friend or relative from collecting or accessing the Child if the Provider is unable to ascertain with certainty after making reasonable enquiries:
 - 8.5.1. That the person is the friend or relative of the child, as named or described in the Enrolment Form;
 - 8.5.2. That the person is permitted to collect or have access to that child.
- 8.6. Where the Guardian has provided information about the identity of persons who are authorised to collect the Child, the Guardian acknowledges that the Provider is entitled to rely on that information.



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Court Orders

- 8.7. The Guardian warrants that it must inform the provider of any Court Order (including a restraining Order) or Agreement that is made or varied which provides or limits a person's access to the Child as soon as it is practicable to do so.
- 8.8. The Guardian acknowledges that the best interests of the Child are served by giving the Provider up to date and accurate information about Court Orders or Agreements that may affect access to the child.

Emergencies

- 8.9. In the event of an emergency, the Provider is authorised to contact health care providers and apply first aid.
- 8.10. The Guardian shall be liable to pay any third party provider costs which are not covered by the Provider's insurance policy in the event that emergency services are required.

9. DEFAULT

- 9.1. **The Guardian shall be considered in default of the agreement if:**
- 9.1.1. The Guardian fails to pay the Fee in accordance with Clause 4;
- 9.1.2. The Guardian fails to perform any of its obligations under the agreement;
- 9.1.3. The Provider reasonably believes that there is a significant risk that the Guardian is or will be unable to pay its debts as and when they fall due;
- 9.1.4. The Guardian becomes insolvent or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors.

Suspension

- 9.2. **The Provider may suspend the provision of the services to the Guardian at any time if:**
- 9.2.1. The Guardian fails to pay the Fees in accordance with Clause 4;
- 9.2.2. The Child's behaviour is deemed unacceptable or endangers the well-being and safety of other children or staff;
- 9.2.3. The Child becomes ill or is suffering from a contagious illness;
- 9.2.4. If a period of suspension continues for a period that exceeds one (1) month, either party may terminate this Agreement upon the provision of written notice.

Late Payments

- 9.3. Without prejudice to any other rights of the Provider, the Guardian may be charged a monthly account keeping fee of \$25.00 on any payment in arrears.
- 9.4. The Guardian agrees that the account keeping fee is a genuine pre-estimate of the actual loss and damage suffered by the Provider as a result of the Guardian's late payment and shall be regarded as liquidated damages.
- 9.5. Without prejudice to any other rights of the Provider, the Guardian may be charged interest on any payment that is thirty (30) days in arrears at the cash rate target as set from time to time by the Reserve Bank of Australia plus 2%. Interest shall not be charged on the monthly account keeping fee.
- 9.6. If the Child is collected after 6:00 PM, the Guardian shall be charged late fees as prescribed in the Enrolment Policy and Fee Rates.

Guardian's liability on default

- 9.7. If the Provider does not receive the outstanding balance for the Services on or before the due date as stipulated on the tax invoice or statement of account ("Default Date"), the Provider may, without prejudice to any other remedy it may have, forward the Guardian's outstanding account to a debt collection agency for further action. The Guardian acknowledges and agrees that:
- 9.7.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
- 9.7.2. The Provider may, in its discretion, calculate interest at the rate of two percentum (2%) higher than the rate fixed from time to time under Section 2 of *the Penalty Interest Rates Act 1983 (Vic)* for all monies due by the Guardian to the Provider.
- 9.7.3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\frac{\text{Original Debt} \times 100}{100}$$

- 9.7.4. In the event the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au.
- 9.7.5. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.



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10. WARRANTY

- 10.1. The Provider warrants that the rights and remedies to the Guardian in this Agreement for warranty against defects are in addition to other rights and remedies of the Guardian under any applicable Law in relation to the services to which the warranty relates.
- 10.2. In respect of all claims the Provider shall not be liable to compensate the Guardian for any delay in remedying the defective Services or in properly assessing the Guardian's claim. The Provider will use its best endeavors to assist the Guardian with its claim.
- 10.3. The warranty is not applicable to Services where the defect is the result of inaccurate, incorrect, insufficient, and/or false information provided by the Guardian.
- 10.4. If the Guardian is in default of any payment to the Provider after a request in writing has been made, all warranties shall cease and the Provider shall thereafter in no circumstances be liable under the terms of the warranty.

Claims made under Warranty

- 10.5. Claims for warranty should be made in one of the following ways:
 - 10.5.1 The Guardian must send the claim in writing together with proof of enrolment to the Provider's business address stated in clause 2.1 of this Agreement.
 - 10.5.2 The Guardian must email the claim together with the proof of enrolment to the Provider at hamsouth@bigpond.net.au
 - 10.5.3 The Guardian must contact the Provider on the Provider's business number on (02) 4961 2909.

11. TERMINATION & CANCELLATION

Cancellation by the Provider

- 11.1. The Provider may suspend, defer or cancel the provision of the Services at any time before the services are to be provided by giving written or verbal notice to the Guardian.
- 11.2. The Guardian acknowledges that in the event of the Provider's breach or termination of this Agreement, the remedies of the Guardian shall be limited to damages which under no circumstances shall exceed the Fee. The Provider shall not be liable for any consequential loss or damage whatever arising from such cancellation.
- 11.3. If the Guardian is in default as defined in Clause 9, the Provider shall be entitled to terminate this agreement without notice and any money due to the Provider shall become immediately due and payable.

Cancellation by the Guardian

- 11.4. The Guardian may terminate the agreement by providing a minimum of two (2) weeks advance notice in writing. If the Guardian fails to provide adequate notice, the Guardian shall be liable to the Provider for any loss or damage occasioned as a result.

12. JURISDICTION

- 12.1. This agreement is deemed to be made in the state of New South Wales and all disputes hereunder shall be determined by the appropriate Court of New South Wales.

13. SET-OFF

- 13.1. The Guardian shall have no right of set-off in any suit, claim or proceeding brought by the Provider against the Guardian for default in payment.
- 13.2. The Guardian acknowledges that the Provider can produce this clause in bar of any proceeding for set-off.

14. PRIVACY ACT 1988

- 14.1. The Guardian and/or the Guarantor/s agree for the Provider to obtain from a credit reporting agency a credit report containing personal credit information about the Guardian and Guarantor/s in relation to credit provided by the Provider.
- 14.2. The Guardian and/or the Guarantor/s agree that the Provider may exchange information about the Guardian and the Guarantor/s with those credit providers either named as trade referees by the Guardian or named in a consumer credit report issued by a credit reporting agency to assess an application by Guardian; to notify other credit providers of a default by the Guardian, to exchange information with other credit providers as to the status of this credit account, where the Guardian is in default with other credit providers or to assess the credit worthiness of Guardian and/or Guarantor/s.
- 14.3. The Guardian consents to the Provider being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

15. ENTIRE AGREEMENT

- 15.1. These Terms and Conditions as defined in Clause 3.1 constitute the whole Agreement made between the Provider and the Guardian.
- 15.2. This agreement can only be amended in writing signed by each of the parties.
- 15.3. All prior discussions and negotiations are merged within this document and the Provider expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.



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15.4. Nothing in this Terms & Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

SECTION 11: DISCLAIMER/INFORMED CONSENT

I hereby acknowledge that:

- I have read and understand the Centres Policies, Procedures and Terms and Conditions contained in this Enrolment record and Policy Manual, which forms part of this agreement (and which may be changed by notice from time to time by the Centre at its sole discretion).
(Policies and Procedures)
- The Policies and Procedures incorporate any relevant statutory obligations imposed on the Centre and have been put in place to protect my child/ren.
- I must strictly comply with the Policies and Procedures and Terms and Conditions at all times.
- The information provided in this enrolment record is to the best of my knowledge correct.
- I will inform the Centre immediately in writing if there are any changes to the information provided by me in this enrolment record. *(Notice of Change Form)*
- When caring for my child/ren the Centre will rely on the information provided by me in this Enrolment record, in any Notice of Change and any other instructions/information (of any nature whatsoever) I give to the Centre. *(Information)*
- I am totally responsible for the accuracy of the information and my compliance with the Policies and Procedures and terms and Conditions.
- I am totally responsible for the suitability and actions of any person/persons whom I authorise to visit, deliver, and or collect my child/ren to/from the Centre or any other place *(other persons)*.
- I must first inform any Other Person/s about the Policies and Procedures and Terms and Conditions and that they must strictly comply with them.
- Subject to any applicable Australian Consumer Law, the Sales of Goods Act 1923 (NSW) or any other applicable law which cannot be excluded I/we will indemnify the Centre, its Employees or any of its Authorised Person/s from any loss, damage, claim, cost or expense of any nature whatsoever incurred by my child/ren, by me or any third party in connection with any act or omission by me and or us and or Other Person/s failing to comply with any Policies and Procedures and Terms and Conditions and or due to the inaccuracy of the information and or the acts or omissions of the Other Person/s.

Signed _____ Date _____

SECTION 12: MEMBERSHIP

The centre is an Incorporated Association and as such, by enrolling my child in the Centre I agree to be bound by the rules of the Association for the period of my child/ren's enrolment. I understand that as a member of the Incorporated Association, one representative of my child's family is entitled to voting rights at any General Meeting held by the Centre and that I may be nominated (with consent) for a position on the Management Committee at the General Meeting.



Hamilton South Before and After School Care Centre Inc.

P: 02 4961 2909 E: hamsouth@bigpond.net.au

SECTION 13: DECLARATION

I hereby declare, that to the best of my knowledge, the information provided in this enrolment form is true and accurate.

Parent and/or Guardian's Full Name (please print)

.....

Signature:.....

Date:.....

OFFICE USE ONLY

The Nominated or Certified Supervisor is to read each page thoroughly and check that all sections have been completed in full. Supervisor is to initial each page in the place allocated as an indication that the page was completed in full at the time it was submitted by the Parent/Guardian.

The Supervisor should use this as an opportunity to clarify any questions that the Parent/Guardian may have.



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SECTION 14: BOOKING

Please complete booking information below, we understand there will be changes, but please fill out as you know your information at the moment. There will always be a place for your child/ren if you need to swap days. Tick days needed for each child.

CHILD 1

Session	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

CHILD 2

Session	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

CHILD 3

Session	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					

CHILD 4

Session	Monday	Tuesday	Wednesday	Thursday	Friday
AM					
PM					



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PHYSICAL CONTACT AT OOSH

While at Hamilton South before and After School Care centre Inc., there may be times when staff and children engage in friendly, rough play and games or play that involves physical contact. Also there may be times when children are upset or hurt and would like a small hug or other contact that would help to calm or soothe them (eg: hair brushing, face touching, tickling).

To ensure staff at Hamilton South Before & After School Care Centre Inc. continue to provide quality care for your child/ren. Please acknowledge that you are aware that there is contact between staff and children at Hamilton South OOSH by signing below. Please know that there is no contact at Hamilton South OOSH by any staff until a rapport has been established between the two parties. It is expected that any contact given to your child/ren will depend on their age, and whether or not the child actually wants the contact. Staff will not initiate the contact with children other than perhaps a hand shake or a light touch on the shoulder. Also please know that the way we would behave with your child/ren is exactly the same at any time of the day, regardless of your presence in the room.

By signing this note you are not negating your right to comment on the behaviour of staff toward your child/ren. In fact we welcome any ideas or suggestions that our parents and careres may have regarding any or all aspects of our Centre.

Child/ren's Name: _____

Parent/Carer Name: _____

Parent/Carer Signature: _____

Date: _____

Questions/Comments: _____



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FAMILY INVOLVEMENT FORM

The Staff at Hamilton South OOSH value and respect your ideas and suggestions, and welcome these at any time.

We invite you to talk to Staff, attend Centre meetings or complete and return to staff a "Family Feedback Form".

We would also like to invite you to come to our Centre to share a special skill or interest with us. If you would like to join us for an afternoon or morning session please return the form below.

THANK YOU!!!!

NAME:



YES, I would like to participate in the OOSH program

My interest / skill is: _____

I am available:

Monday / Tuesday / Wednesday / Thursday / Friday

Sorry, due to work commitments I am unable to attend the Centre, but would only be too happy to:

THANK YOU!



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DEED OF INDEMNITY

(FOR USE WHEN REGULAR OR INTERMITTENT OR EMERGENCY MEDICATION IS REQUIRED)

In consideration of the members of staff at Hamilton South Before & After School Care Centre Inc. administering medication (excluding injections) to my son/daughter_____

- a) As requested by me (i.e. when *regular medication* is required) OR
- b) As requested by me on occasions when the said members of staff consider such administration to be necessary (i.e. when *intermittent or emergency medication* is required)

I hereby indemnify and keep indemnified the Director, Staff and Committee Members of Hamilton South Before & After School Care Centre Inc. against actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and any other expenses whatsoever in respect of any personal injury or of any infringement, disturbance or destruction of any rights of any person including myself and my son/daughter_____ arising directly or indirectly out of the abovementioned administration of medication.

Signed, Sealed and Delivered by the said:

(Parent/Caregiver)

In the Presence of:

(Witness)

Date: _____



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STUDENT ASTHMA RECORD

This record is to be completed by Parents/Carers in consultation with their child's Doctor (General Practitioner). Parents/Carers should inform the Centre immediately if there are any changes to the management plan. Please tick the appropriate box, and print your answers clearly in the blank spaces where indicated.

Personal Details

Child's name _____

Gender: M___ F___

Date of Birth _____/_____/_____

Emergency contacts (e.g. Parent, Carer)

Contact 1:

Name:

Relationship:

Phone Number:

Contact 2:

Name:

Relationship:

Phone Number:

Doctor: _____ Phone

No _____

USUAL ASTHMA MANAGEMENT PLAN

Child's symptoms (e.g. cough): _____

Triggers (e.g. exercise, pollens): _____

Usual Asthma Management Plan Child's symptoms (e.g. cough) _____

Triggers (e.g. exercise, pollens): _____



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Medication Requirements:

Name of Medication	Method (e.g. puffer)	When, and how much?

In the case of an emergency centre staff will use the child's Asthma Medical Plan (if supplied). In all other circumstances centre staff use the standard asthma procedures as stated below.

Step 1 Sit the child upright, remain calm and provide reassurance. Do not leave child alone.

Step 2 Give 4 puffs of a reliever puffer (Airomir, Asmol, Bricanyl or Ventolin), one puff at a time preferably through a spacer*.

Ask the student to take 4 breaths from the spacer after each puff.

Step 3 Wait 4 minutes.

Step 4 If there is little or no improvement, repeat steps 2 and 3.

If there is still little or no improvement, call an ambulance immediately. (Dial 000).

Continue to repeat steps 2 and 3 while waiting for the ambulance.

* Use a blue reliever puffer (Airomir, Asmol, Bricanyl or Ventolin) on its own if no spacer is available

OR

My Child's Asthma First Aid Plan (attached)

Additional comments:

I authorise Centre Staff to follow the preferred Asthma First Aid Plan and assist my child with taking asthma medication should they require help. I will notify you in writing if there are any changes to these instructions. Please contact me if my child requires emergency treatment or if my child regularly has asthma symptoms at school.

Signature of Parent/Carer.....

Date.....

I verify that I have read the preferred Asthma First Aid Plan and agree with its implementation.

Signature of Childs Doctor.....

Date.....