



## Rise & Shine Kindergarten™ Terms & Conditions

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### 1. **Agreement to Abide by Terms and Conditions**

1. I agree to abide by these terms and conditions and to ensure that all authorised persons who may attend the Centre on my behalf to drop-off or pick-up the Child will also abide with these terms and conditions.

### 2. **Enrolment Form**

1. I confirm that:
  - i. I am the person with lawful authority and/or Parental Responsibility of the Child nominated on the Enrolment Form; and
  - ii. The details provided on the Enrolment Form for my Child are all true and correct and I will immediately inform the Centre in the event of any change to this information.
2. I understand and acknowledge that:
  - i. Rise & Shine Kindergarten™ will record attendance details for each session of care provided for my Child and submit weekly attendance records online to the Department of Education, Skills and Employment (DESE) using the Services Australia Customer Reference Number (CRN) and details I have provided.
  - ii. If I provide incorrect details, Rise & Shine Kindergarten™ will not be able to submit to DESE any attendance data in respect of my Child and therefore full fees will be applicable until the correct details have been provided.

### 3. **Attendance at a Centre**

1. I delegate the custody and control of my Child to Rise & Shine Kindergarten™ whilst Rise & Shine Kindergarten™ is caring for my Child, and agree to accept the employees and facilities that Rise & Shine Kindergarten™ provides to care for my Child.
2. I acknowledge that, although Rise & Shine Kindergarten™ 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 childcare services.
3. I authorise Rise & Shine Kindergarten™ to take any action it considers necessary, appropriate or in the best interests of my Child in the circumstances to protect my Child at the Centre or otherwise under its care or control.



#### 4. **Enrolment & priority of access**

1. I understand and agree that:
  - i. Where there are insufficient childcare places available to meet the needs of families, the Centre is obliged to apply the Federal Government's Priority of Access Guidelines. This may result in a child who is a lower priority being asked to relinquish a place for a higher priority child. Should this unlikely situation arise, the Centre will give the family fourteen days' notice.
  - ii. my Child is enrolled in the designated Room on the Booked Days; and
  - iii. the opportunity to transition to the next age group room will be offered to my Child based on availability which may not be immediately after their birthday. If this is the case then my child will continue in their current room and the usual daily fee will apply until the transition is possible.
  - iv. Rise & Shine management may move the enrolment to a younger or older age group as operational needs see fit, which may result in a higher fee based on ratio requirements.

#### **("Enrolment")**

2. I agree that my Child's Enrolment with Rise & Shine Kindergarten™ (and my obligation to pay the Childcare Fees for the Booked Days)
  - i. starts on the Commencement Date; and
  - ii. continues until terminated under these Terms and Conditions.

#### **Fees and charges**

3. I agree to pay all Childcare Fees payable for my Child during the Enrolment Term on a fortnightly basis.
4. I agree to pay the bond (refundable\*) and administration enrolment fee (non-refundable) prior to my Child first attending a Centre and in accordance with the Enrolment Confirmation.
5. I agree to pay for all booked days at least 2 weeks in advance of the current week.
6. I agree to pay for any other Childcare Fees charged to my account on the next direct debit payment date.
7. I understand that a statement of the balance of my fees owing each fortnight will be made available on the Rise & Shine app and parent portal which will be deducted in the next direct debit payment.
8. I acknowledge that if I fail to pay the Childcare Fees on time Rise & Shine Kindergarten™ may immediately cease to provide the Services to, and/or terminate the Enrolment of, my Child.
9. I acknowledge that the Childcare Fees are payable for each day in which my child is enrolled and is payable for the reservation of the place not the attendance of my child. I understand that fees are payable for public holidays which fall on days my child is enrolled and when my child is absent for any reason. I understand fees charged may change during the time my child is enrolled at the Centre.
10. Cessation of enrolment:
  - i. Where my Child's Enrolment has ceased I understand that I can receive a refund of any credit balance on my account along with the initial bond payment. We will aim for



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- ii. refunds to be processed within 4-6 weeks of the enrolment ending and when all outstanding monies have been paid.
  - iii. Where the account is left in debt you shall pay Rise & Shine Kindergarten™ for all costs incurred by Rise & Shine Kindergarten™ (including costs for which the Rise & Shine Kindergarten™ may be contingently liable) in any attempt to collect any monies owed by you to Rise & Shine Kindergarten™ under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.
11. Fees remain payable whether or not your child attends during the four-week notice period. Child Care Subsidy (CCS) is only claimable up until your child's last day of actual attendance.
  12. An after-hours fee is charged if your child is not collected by closing time. A fee of \$20 for the first 15 minutes or part thereof and then \$2 per minute thereafter will be charged. Childcare subsidy does not apply on late fees.
  13. Families must give 48 hours' notice when cancelling a booked casual day. If less than 48 hours' notice is given fees are still payable. If fees have already been charged and 48 hours' notice is given for a casual day cancellation, a credit will be applied to the childcare account.
  14. I understand that if I enrol my child and pay the bond and administration enrolment fee, but then fail to commence care at the service, that I forfeit 50% of my bond and 100% of the administration enrolment fee.

### 5. Payment Methods

#### 1. 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 debit via bank account or credit card and associated surcharge on a fortnightly basis by Rise & Shine Kindergarten™, and I will provide and maintain the necessary details and authorisation to allow Rise & Shine Kindergarten™ to set up and administer the required payment process.
- ii. I agree that any declined direct debit may be resubmitted by Rise & Shine Kindergarten™ 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 Rise & Shine Kindergarten™.
- 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.
2. **Statements and charging**
    - i. We will endeavour to have available statements each fortnight on the Monday of charging week and the payment is charged the same week on the Wednesday for the current week plus one week in advance. This may change if the billing date falls on a public holiday.
3. **Third Party Payments**
    - i. I agree that my payments due by direct debit may be reduced by payments from third parties including CCS or other third-party payments. CCS or third-party payments received by Rise & Shine Kindergarten™ on your behalf will be allocated to your account when received.
    - 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.
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6. **Medical acknowledgements and consents**
    1. I accept that a decision made by Rise & Shine Kindergarten™ that my Child is contagious or too ill to attend a Centre is final and I agree to ensure my Child is collected promptly after being informed of such a decision. I understand that Childcare Fees must still be paid for this day or any subsequent day where my Child is absent.
    2. I acknowledge and agree that in the event of an outbreak of a vaccine-preventable disease at a Centre, Rise & Shine Kindergarten™ may be required to notify the Department of Health of any children in that Centre that have not been fully immunised. If my Child is not fully 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 for the Booked Days.
    3. I accept that if my Child has a contagious illness, I will not return my Child to the Centre until:
      - i. Rise & Shine Kindergarten™ advises me that my Child may return to the Centre;
      - ii. Rise & Shine Kindergarten™ has been provided with a clearance certificate from a registered medical practitioner confirming my Child is no longer contagious.
    4. I consent to first aid being administered to my Child by any person who is the holder of a current first aid certificate.
  
  5. If my Child's temperature is at or above 38°C and Rise & Shine Kindergarten™ is unable to contact me, the parents, guardians or emergency contacts listed on my Child's Enrolment Form within a reasonable time, I permit Rise & Shine Kindergarten™ to administer paracetamol to my Child in accordance with the dosage recommendations of the manufacturer.
  6. In the event of any illness or injury to my Child whilst my Child is in the care, custody or control of Rise & Shine Kindergarten™, and if in the opinion of Rise & Shine Kindergarten™ it is necessary to do so, I authorise Rise & Shine Kindergarten™ to seek urgent:



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- i. medical or dental treatment from the doctor or dentist nominated on my Child's Enrolment Form, from another doctor or dentist or from a hospital or ambulance service;
  - ii. assistance from any person nominated on my Child's Enrolment Form; and/or
  - iii. Ambulance transportation.
7. I acknowledge Rise & Shine Kindergarten™ will inform me as soon as possible about the nature of the illness or injury to my Child.
8. I understand and accept that an Employee can only administer medication (excluding paracetamol in accordance with this clause 7) to my Child if:
  - i. the medication has been authorised by my Child's parent or guardian and a registered medical practitioner; and
  - ii. the details of the medication and its administration have been accurately recorded in a Medication Record Form.
9. I agree to reimburse Rise & Shine Kindergarten™ for any charges, costs or expenses incurred by it in obtaining any medical, hospital or related treatment for my Child contemplated by this clause 7.
10. I authorise Rise & Shine Kindergarten™ to apply:
  - i. an SPF30+ to SPF50+ sunscreen to all unprotected areas of skin on my Child as necessary; and/or
  - ii. Nappy rash cream unless such application is recorded as not permitted as per Enrolment Form.
11. I authorise Rise & Shine Kindergarten™ to respectfully check my Child's head if it is concerned about the presence of head lice.



**7. Other Authorisations**

1. I consent to Rise & Shine Kindergarten™ providing, or bringing third party service providers into the Centre to provide activities or programs that Rise & Shine Kindergarten™ consider to be in the interests of my Child and I consent to my Child's participation in any of those activities or programs.
2. I consent to my Child being photographed and/or filmed at a Centre or while in the care of Rise & Shine Kindergarten™ and any resulting images, together with my Child's first name, being used by Rise & Shine Kindergarten™ in connection with the Services, including for:
  - i. display in the Centre or use in connection with Centre activities or programming;
  - ii. keeping records of my Child's activities including artwork (whether done in a group or individually);
  - iii. recording dietary or allergy information or for other health or wellbeing purposes;
  - iv. training purposes,
  - v. marketing or promotional purposes including Social Media or Facebook, unless you notify us otherwise.
3. I consent to my Child being collected from or brought to the Centre by any person listed in the Authorised Person's section of the Enrolment Form, even if I have not given prior advice of such collection and agree to advise Centre Employees if my Child is to be collected by any other person.
4. I acknowledge that Rise & Shine Kindergarten™ will require any person collecting my Child to be introduced to the appropriate Employees and provide photo identification prior to my Child being released to them.
5. I acknowledge and consent to Rise & Shine Kindergarten™ providing any information to any party which may be required to be provided under any law.

**8. Notice Periods**

1. I agree to give Rise & Shine Kindergarten™ notice of my intention to terminate the Enrolment in respect of my Child in the following manner:
  - i. Written as follows is required to the Centre Director:

If a child leaves the centre for any reason, at least four (4) weeks' notice must be given. If your child is ending care in the months of December and January at least eight (8) weeks' notice must be given. Notice must be in writing to the centre director. Failure to notify will result in forfeiting the bond and payment of these four weeks, regardless of the child's attendance.
2. I agree to give Rise & Shine Kindergarten™ at least 4 weeks' prior written notice of my intention to reduce my Child's number of Booked Days. A minimum of two days must be maintained with a Monday or Friday in the booking arrangement.
3. I acknowledge and agree that if I book a Casual Day for my Child, a minimum of 48 hours' notice is required for cancelling such a booking and if I provide less than this period of notice, I will be liable to pay the full Casual Day Fee for that booking regardless of my Child's attendance.



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### 9. **Enrolment Changes**

1. I agree that if I give Rise & Shine Kindergarten™ less than the required Notice Period, I will be obliged to pay Rise & Shine Kindergarten™ an amount equivalent to the relevant Notice Period's worth of gross Childcare Fees (excluding CCS, Child Care Fee Assistance or third-party payers) that I would otherwise owe to Rise & Shine Kindergarten™ based on my use of the Services at the time of giving notice.
2. I acknowledge that any proposed changes in Booked Days are subject to clause 4b. above and are subject to availability and a further offer of Enrolment.
3. I acknowledge that any proposed increases are subject to availability and a further offer of Enrolment.
4. 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.

### 10. **Liability**

1. I acknowledge that, to the maximum extent permitted by law, Rise & Shine Kindergarten™ excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by Rise & Shine Kindergarten™ negligence) or under statute in connection with its provision of the Services. Without limitation, Rise & Shine Kindergarten™ 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. **Privacy**

1. I acknowledge that Rise & Shine Kindergarten™:
  - i. collects personal information in relation to provision of the Services and for invoicing; and
  - ii. may disclose this personal information to credit reporting agencies and other third parties such as debt collection agencies as required.

### 12. **Behaviour of Parents/Guardians**

1. I agree to ensure that my Child is left with an educator who is on duty when delivering the Child to the Centre.



2. I agree that I have a responsibility to treat all Rise & Shine Kindergarten™ employees with respect and I agree to behave appropriately at all times when dealing with any Employee. Swearing, raised voices and rudeness directed at employees will not be tolerated and I understand my Child's Enrolment may be terminated if I breach this provision.
3. 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 Rise & Shine Kindergarten™ or in relation to the Services confidential.
4. 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.
5. I understand that Rise & Shine Kindergarten™ can choose not to accept my Child into care if:
  - i. any of these Terms and Conditions are breached; or
  - ii. Rise & Shine Kindergarten™ believes it is unable to adequately care for my Child due to any special or medical needs or behavioural problems.
  - iii. Rise & Shine Kindergarten™ reserves the right to terminate, without notice, the Services in respect of my Child if it believes (in its absolute discretion) that to do so is in the best interests of:
    - the Child,
    - other children in that Service,
    - the Employees; or
    - the business operations or reputation of Rise & Shine Kindergarten™.
6. Rise & Shine Kindergarten™ reserves the right to refuse entry to any of its Services to anyone for any reason and at any time.
7. I understand that the Centre's Policy folder is available in the foyer for perusal and agree to comply with the Centre's stated Policies and Procedures.
8. I agree to abide by the policy that staff do not baby-sit for children currently enrolled at the Centre.
9. I agree to ensure that no hazardous items are brought to the Centre with their child and check no items have accidentally been left in their bags.

### **13. Amendment of Terms and Conditions**

1. I accept that Rise & Shine Kindergarten™ may change these Terms and Conditions without notice to me provided that the updated Terms and Conditions are made available on the website. If changes to the Terms and Conditions would reasonably be expected to be material to you, you will be given no less than the Notice Period before such changes apply.
2. The Childcare Fees may be changed by Rise & Shine Kindergarten™ at any time, including during the time in which my Child is enrolled, and I will be provided with four weeks' notice of any changes by Rise & Shine Kindergarten™ to any Childcare Fees.
3. Any notifications required by these terms and conditions can be provided to the parent by email or in the newsletter.





**14. Wait List**

**1. 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.

**2. 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. The booking arrangement must include a Monday or Friday and a minimum of two days.
- iii. 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.

