

## CURTIN UNIVERSITY EARLY LEARNING CENTRE TERMS AND CONDITIONS

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In these terms and conditions:

*Confirmation of Enrolment* means the letter to which these Terms and Conditions is attached.

*Centre / we / our / us* means Curtin University Early Learning Centre operated by Curtin.

*Child* means a child you enrol at the Centre.

*Curtin* means Curtin University (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966* (WA).

*Fees* means the fees charged by us for the Services.

*Policies* means policies and procedures as updated from time to time (available on the Website).

*Premises* means the premises from which we provide the Services located at the Curtin University campus at Kent Street, Bentley, Western Australia, 6102.

*Services* means the childcare services we provide pursuant to these Terms and Conditions.

*Website* means our website at: <https://www.curtin.edu.au/students/campus/childcare/>.

*You* means the parent(s) or guardian(s) who have parental responsibility for the Child and who have requested the Services and have accepted a childcare place from the Centre.

1. Acceptance of Terms and Conditions We have sent you an Offer of Enrolment, which sets out our offer to you to provide the Services:
  - a. on allocated placement days for your Child or any other day we agree to provide the Services to you from time to time (Allocated Days); and
  - b. for the duration from the placement commencement date until you withdraw your Child from the Centre or we terminate your Child's placement in the Centre in accordance with clause 27 (the Term), (*Offer*).
2. To accept the Offer and secure your Child's placement in the Centre, you must:
  - a. pay a non-refundable deposit of \$200 to us (Deposit); and
  - b. sign and return a copy of the Confirmation of Enrolment, before the expiry date specified in the Offer of Enrolment.
3. A Deposit paid by you will be applied by us toward your Fees. All Deposits are non-refundable (except in the case of, in our reasonable opinion, exceptional circumstances).
4. You must accept the Offer before the expiry date specified in the Offer of Enrolment and on your acceptance, we will provide the Services to you on the Allocated Days for the Term subject to these Terms and Conditions.
5. By accepting the Offer, you agree to be bound by these Terms and Conditions.

### Our obligations

6. We will provide the Services on the days we are open during our opening hours. If we change our opening hours, we will provide you with as much notice of our decision as possible and where possible will work with you to agree a change to your Child's hours of attendance.
7. We will seek your permission before your Child's photograph and/or videos are used in displays, newsletters, appear in other children's portfolios and on the StoryPark App.
8. We will collect and store personal information about you, your Child and any other person you have given personal information about, in accordance with the Confidentiality and Record Keeping Policy (contained in the Governance and Leadership Policy).

## Your obligations

9. During the Term, you must comply with:
  - a. the Policies;
  - b. these Terms and Conditions; and
  - c. any government requirement including:
    - i. that you record your Child's arrival at and departure from the Premises on each day of care; and
    - ii. that you advise the Centre promptly on each day that your Child is absent from the Centre on any Allocated Day (including when your Allocated Day occurs on a public holiday).
10. You must read the Parent Handbook and all Policies. We will display new Policies or major Policy changes at the Premises, and you may choose to provide feedback. When we finalise and implement a Policy, it will be uploaded to the Website. You will be required to comply with the new Policy as part of your obligations under these Terms and Conditions.
11. You must give us a current Australian Immunisation Register immunisation history statement for your Child. The immunisation history statement must show that your Child is up-to-date with their immunisation requirements as required by the Government of Western Australia Department of Health. We will not provide the Services until this information is received in a form satisfactory to us.

## Your Child's health and wellbeing

12. If your Child is involved in an accident, or an illness or injury occurs to your Child on an Allocated Day when your Child is in our care, we will endeavour to contact you as soon as possible and will also:
  - a. administer first aid to your Child;
  - b. if required, seek external medical care or call an ambulance; and
  - c. if you are not available to attend, accompany your Child to Curtin University's Health Services located on Curtin's Bentley campus or to a hospital in an ambulance or other motor vehicle.

You must pay any reasonable expenses we incur in relation to this clause and indemnify us for these costs.

13. For the Centre to give medication to your Child you must:
  - a. authorise us to do so in writing; and
  - b. meet all requirements for the administration of medication contained in the Policies including in the Health and Safety Policy.

You acknowledge that we may refuse to give medication to your Child if the requirements of the Policies have not been met or where the medication has not been prescribed by a medical practitioner.

14. To control the spread of illnesses:
  - a. we may exclude your Child from the Premises if they are displaying symptoms that, in the reasonable opinion of Centre staff, are possibly contagious (*Symptoms*); and
  - b. we may require you to collect your Child at any time on any Allocated Day if your Child starts displaying Symptoms throughout the day and you must arrange for your Child to be collected promptly.
15. If your Child is hospitalised, we are not obliged to accept them back into the Centre unless you provide the Centre with a "clearance certificate" from a registered medical practitioner.
16. We do not accept any liability for any illness, injury or accident that may occur to your Child while in our care, except where that illness, injury or accident has been directly caused by our negligence.
17. It is your responsibility to make your own health insurance arrangements for your Child and you should take your own advice in this regard.

## Fees

18. We charge Fees for the Services in accordance with the Fees Policy contained in the Governance and Leadership Policy. You acknowledge and agree that:
  - a. you must pay Fees for all Allocated Days (including Public Holidays) on which your Child is booked to attend the Centre from your Child's placement start date even if your Child does not commence on that date; and
  - b. if your Child cannot attend the Centre for any reason (including sickness) you must still pay Fees for each Allocated Day to ensure you retain your Child's place.
19. We use a direct debit administrator (*Debitsuccess*) to collect your Fees. You must complete a "Direct Debit Request Form" and on doing so will be bound by the Debitsuccess terms and conditions which are contained in that form. You should read those terms and conditions carefully and take your own advice regarding their application.
20. If you do not pay Fees when they are due, we will follow the procedures set out in the Fees Policy. We may refer your account to an external debt recovery agency, which may charge additional amounts for the collection of the unpaid Fees.
21. We may change the Fees from time to time and in accordance with the Centre's Fees Policy but will give you at least 14 days' written notice of any changes.
22. If on any Allocated Day you fail to collect your Child before 6.00 pm, we may charge you a reasonable "late departure fee" to cover the Centre's reasonable additional costs.

## Child Care Subsidies

23. If you are eligible for any Child Care Subsidy (including any Additional Child Care Subsidy) from the Australian Government, you must provide the Centre with:
  - a. the current Customer Reference Numbers for the parent claiming the Child Care Subsidy; and
  - b. the current Customer Reference Numbers for the child (or children) attending the Centre.
24. You must inform the relevant Australian Government Department (for example, Services Australia) about any changes to your circumstances that may affect your Child Care Subsidy, including any other childcare use and on request provide this information and any related documents to us.

## Withdrawing your Child

25. If you want to withdraw your Child from the Centre, you must follow the Withdrawal from the Centre Policy (contained in the Governance and Leadership Policy) and acknowledge that:
  - a. you must give us at least four weeks' written notice (the Notice Period). If the Notice Period includes any dates during our Christmas-New Year closure period (the dates of which are published on the Website) the Notice Period will be calculated as four weeks' excluding the shutdown period; and
  - b. you must pay all Fees during the Notice Period, regardless of whether your Child attends the Centre during that time or is withdrawn before the end of the Notice Period.

## Termination

26. We may terminate your Child's enrolment in the Centre in accordance with the Withdrawal from the Centre Policy (contained in the Governance and Leadership Policy).
27. If we terminate your Child's enrolment, you must pay any outstanding Fees that were due before the termination date.

## Christmas Closure

28. The Centre will be closed during the Christmas-New Year break each year in accordance with the Hours of Operation Policy (contained in the Governance and Leadership Policy). The Centre will not charge Fees during this closure period.