



Banyan Park Early Learning Centre

Middlegate Road, Norfolk Island 2899

Phone 22415, Email director@banyanparkni.com

Banyan Park Early Learning Centre

Enrolment & Family Agreement Form

General Conditions

This Agreement is valid for the duration of the period that the child is in care or until such time as a need arises for the Service to make a variation to the Enrolment & Family Agreement.

- a) The parent/guardian of the child, in signing this Agreement, warrants that he or she is also the agent of the child's other parent/guardian and has full authority of the other parent/guardian to enter into this agreement.
- b) This agreement may be varied at the discretion of the Service.
- c) By signing this agreement the parent/guardian shall be responsible for the payment of fees. Failure to pay fees in full by the due date may incur debt recovery action.

1. Operating Hours and Daily Fees

Banyan Park Early Learning Centre operates 50 weeks per year (2 week closure over Christmas/New Year) from 7.30am – 4.30pm. Fees will be as determined by the Service, and families will be notified.

Banyan Park Early Learning Centre offers Interim Fee Relief (IFR), administered by the Australian Government. This subsidy assists eligible families with the cost of child care.

- Families are responsible for completing an estimate using the online subsidy calculator found within the Services Australia website, and providing the Centre with a signed copy of the results.
- The Centre will use the eligible hours and the subsidy percentage to determine the actual fee payable.
- IFR will only be available to families from the date advised to the Centre on the signed estimate.
- Full fees are payable for any period where a signed estimate has not been received by the Centre, or where the estimate is no longer current.
- The IFR will be paid to the Centre by the Australian Government, and the family is responsible for paying the gap between the IFR and the full daily fee rate.
- The family will complete an updated estimate if there is any change in circumstances which may have a bearing on their eligibility or the subsidy percentage, and will advise the Director of this action. A new signed estimate must be provided to the Centre as soon as possible after a change is made.

- The person who brings the child to the service and who picks up the child from the service must sign and record the times of arrival and departure, and notify the Centre of absences.
- It must be noted that IFR will be withdrawn for any days of absence exceeding the number of Allowable Absence Days over the period of a financial year as outlined by the Department of Human Services.
- The administration of IFR by the Centre will only be in accordance with the guidelines issued by the Australian Government applicable at the time.

The daily fee schedule applicable is outlined below:

Regular Daily Rate –

These fees apply to all families eligible to claim the Interim Fee Relief (child care subsidy).

3-5s room: \$90 / day (\$10 per hour for 9 hours)

2-3s room: \$117 / day (\$13 per hour for 9 hours)

0-2s room: \$123 / day (\$13.66 per hour for 9 hours)

All families pay for the full session of 9 hours, regardless of the actual hours the child is in attendance.

2. Method of Payment

Upon acceptance of a place, \$300 is payable as an enrolment bond. This amount is refundable upon your family leaving the centre.

From the start date of enrolment, fees must be paid fortnightly in advance. Fees must be paid by direct debit or scheduled payment from your account on a fortnightly basis.

- a) Fees remain payable in full, including on Public Holidays or when the child is absent through illness or for any other reason.
- b) Fees are not payable for the time the Centre is closed over the Christmas/New Year period.
- c) An invoice will be emailed to families fortnightly and must be paid promptly to maintain your account two weeks in advance.

3. Late Payment of Fees

- a) Where fees are not paid on time, the Centre may ask the parent to enter into a payment agreement and reserves the right to suspend care.
- b) The Director has the authority to terminate enrolments at the Centre in cases where fees remain outstanding. Placements may also be terminated where an enrolled child is absent from the Centre for two weeks or more without written notice.
- c) Continual or habitual lateness in payment of fees could jeopardise the child's place at the Centre.

- d) Where fees are in excess of 4 weeks in arrears a late payment fee may be charged by the Centre.
- e) Parents will also be liable for any debt collection expenses and fees incurred by the Centre used in an effort to recover debt.

4. Late Collection

We close promptly at 4.30pm and collection of children must occur before this time. We appreciate that unpredictable circumstances arise from time to time, however ask that families please endeavour to send an authorised contact to collect their child in the event they are unable to arrive in time.

A late fee of \$10 immediately, and a further \$1 per minute will be charged, to allow us to compensate the educators for the overtime that will be required as they stay back past their 8 hour shift.

5. Priority of Access

Banyan Park Early Learning Centre follows a priority of access guideline to fill our vacancies. The Priority of Access Guidelines must be used by approved services to allocate available childcare places where there are more families requiring care than places available. When filling vacant places, a Centre must fill them according to the following priorities:

- I. Priority 1 – a child at risk of serious abuse or neglect
- II. Priority 2 – a child of a single parent who satisfies, or of parents who both satisfy, the work, training, study test
- III. Priority 3 – any other child.

Within these main Priority categories, priority should also be given to children in:

- I. families which include a disabled person
- II. families which include an individual whose adjusted taxable income does not exceed the lowest income threshold (2021-22)
- III. families from a non-English speaking background
- IV. socially isolated families
- V. single parent families

In addition, at Banyan Park Early Learning Centre, priority will be given to:

- I. siblings
- II. children of staff members
- III. children of Executive Committee members

The Centre may request written documentation of employment, training or job seeking details in order to ascertain the priority of access.

6. Termination

The Centre retains all rights, notwithstanding anything contained in this agreement, to terminate or suspend the enrolment of a child at its absolute discretion, with or without giving notice. The Service is not required to give reasons for such termination or suspension.

Upon termination by the Centre, for any reason other than fee arrears, a refund of fees will be forwarded to the parent for any unused period of childcare which has been paid for in advance.

7. Withdrawal/Transfer

When a child is to be withdrawn from the Centre, the parent will give four full week's notice via email. If the child does not attend the Centre during this period, no refund will be made. If the child is withdrawn without notice, the enrolment bond will be forfeited. Notice of withdrawal will be accepted during the normal opening hours of the Centre, but will not be accepted during the Christmas close down period.

8. Change of Enrolment

After initial enrolment has been confirmed by the Centre enrolment days may be adjusted.

- a) Families should email their request to the Director.
- b) The ability to change or increase enrolled days is subject to availability.
- c) A waiting list will be established where enrolments are full on the requested days. Days will be allocated following the priority of access guidelines, and giving priority to the earliest application.

9. Absence and Illness

- a) Absence

If a child is to be absent, the family must notify the Centre as soon as possible and inform the Centre of the estimated length of absence. If the child is to go on holidays, fees are to be paid in advance to cover the period of absence.

- b) Illness

A child will not be able to attend the Centre for any period of time during which:

- I. The child is suffering from a disease or condition that is contagious through normal social contact.
- II. A medical practitioner has recommended the child not attend child care, or

- III. When the Director requests that the sick child be kept away from the Centre because the child requires additional care that cannot reasonably be provided by the Centre. The parent must be aware of the additional risk to partially immobilised children and understand that special supervision is not possible within the resources available.

A medical certificate may be requested prior to the child returning to care. Full fees are still payable during the child's absence.

10. Medical Emergency / Travel for Medical Reasons

In the case of a medical emergency where the child, or members of the child's immediate family are required to leave the island for medical purposes, the centre can suspend fees payable for the duration of the leave. The parent should, as soon as is practicable in the circumstances, advise the centre of the possible length of absence, and provide a medical certificate.

11. Immunisations

- a) The parent will ensure that the child is immunised appropriately for his/her age prior to commencement at the Centre and will produce proof of immunisation on enrolment.
- b) The parent will ensure that the child continues to receive appropriate immunisation during attendance at the Centre and will notify the Director of immunisations completed and will produce proof of this on request.
- c) Should there be any medical reason for the child not being immunised, the parent will present a doctor's certificate stating the reason.
- d) If your child is on a current catchup schedule and they have missed an immunisation you need to provide a medical certificate why the immunisation did not occur and a new date with the catchup.
- e) The Centre has the right to refuse enrolment to children who are not immunised, are not on a catchup schedule or who do not meet medical exemption criteria.
- f) The service must have an accurate record of immunisation status, and any child on a catchup schedule may be excluded as per medical advice in the event of an outbreak of a communicable disease listed in the immunisation schedule.

12. Emergency Contacts

- a) The parent must provide the Centre with the names and addresses of at least two authorised persons who can collect the child in case of an emergency or illness.
- b) When contacted by the Director or their delegate, the parent/guardian, or authorised person nominated, must go immediately to the Centre to collect their sick or injured child. Failure to do so may result in the child's placement being withdrawn.

- c) A child may be released into the care of parent, a guardian, or authorised person into whose care a custodial parent has signed permission for the child to be released.
- d) The person collecting the child should be at least 16 years of age and should be able to produce proof of identity if required.
- e) Centre staff will not be responsible for the removal of a child from the Centre by a non-custodial parent. In such a case, staff will make every effort to contact the custodial parent.

13. Medication

- a) A parent/guardian whose child requires administration of medication will:
 - I. Complete an 'Authority to Administer Medication' form, available at the Centre. A separate form must be provided for each period of medication.
 - II. Provide the correct medication to the Centre in its original container.
 - III. Provide written instructions from a medical practitioner for the administration of non-prescription medication. The only medication able to be administered without such written instructions is Panadol (or equivalent paracetamol mixture) in the case of an emergency.
 - IV. Provide the Centre with the child's Doctor's and Dentist's names and contact numbers.
 - V. Centre staff are authorised to administer medication only in accordance with the parent/guardian's written authority. In doing so, staff are to be regarded as acting in the place of the parent/guardian.

Neither the Approved Provider or the Centre staff shall be liable for any allergic reaction or injury caused to the child by the administration of the medication in accordance with the authority form. Nor will they be responsible for any error contained in the Authority to Administer or the supply of incorrect medication by the parent.

The parent will notify the Centre of any new developments in their child's medical history.

14. Child Wellbeing

Staff are mandatory reporters and are obliged to report any known or suspected incidents of child abuse or mistreatment. The Director reserves the right to discuss these matters with relevant officers. The Director will not be held accountable for any action taken.

Court Action

- a) Should a child or children attending the Centre be the subject of any Court action, particularly custody or access issues being heard before the Family Law Court, staff will not be allowed to issue statements or provide reports regarding children except where instructed to do so by the Court or other agency.

- b) Where assessment of children's health and welfare is required, the parent should consult NI-Connect, Community Health, Family Counselling or other such appropriate organisations.

Court Orders/ Protection Orders (Interim or Permanent)

Where a Court Order or Protection Order exists, the custodial parent/guardian will provide a copy to the Centre.

Indemnity

Child's Name: _____

☐ I agree that I have read this Agreement, understand the contents and will abide by these contents.

Parent/Guardian 1 Name: _____

Signature: _____ Date: _____

☐ I agree that I have read this Agreement, understand the contents and will abide by these contents.

Parent/Guardian 2 Name: _____

Signature: _____ Date: _____

Authorised Centre Signatory: _____

Signature: _____ Date: _____