



PAYMENT OF FEE POLICY/ TERMS & CONDITIONS

FEE SCHEDULE

Our fees as at 3rd July 2017 are as follows * the Australian Government formula for the calculation of Child Care Benefit (CCB) for Before School session is based on a 2-hour session. If your child attends for 2.5 hr your fee will decrease.

Before School Care Hours 6:30am – 9:00am

	Permanent Booking	Casual Booking
Based on a *2 ½ hour session	\$18.50	\$20.00

After School Care Hours 3:00pm – 6:00pm

	Permanent Booking	Casual Booking
Based on a 3-hour session	\$23.00	\$24.00

Equipment Fee: An equipment fee of \$5.50 will be charged per child per term. (Maximum two (2) per family)

Children who utilise the van or car transport to and/or from school will be charged an additional fee of .50 per trip. Should the van be sent to a school for a family that are not there and have not notified, a \$5 fee will be charged.

Vacation Care Hours 6:30am – 6:00pm

Short Session **\$31.50** (From 8:00am. Based on a 5 hr session)
Long Session **\$51.00** (From 6.30am to 6.00pm)
Pupil Free Day as per Vacation fees

PAYMENT OF FEES

The Centre has EFTPOS and Direct Deposit methods in place. If you would like to make your payment by these methods, please see staff or use the details at the bottom of your invoice. Payment can also be paid in an envelope to the designated staff member. Envelopes are available at the centre. Receipts can be issued, however, the weekly invoices give you a better source for the balance of your account. Invoices will be sent by email wherever possible. Other processes include a Child/ren's folder for the Parent / Guardian to collect, or sent in the mail if your child attends irregularly. As per terms and conditions, fees are to be paid 2 weeks in advance. All fees must be paid by Thursday 6.00PM in the week the child attends. (Please note if you are not with the Commonwealth Bank, it may take up to 48 hours to be received). If your fees are late you will be given 1 reminder. If they remain unpaid your child may be excluded from care unless the responsible party has initiated a repayment schedule for the late fees with the Centre's Assistant Coordinator or other Management. Failure to do so will result in immediate discontinuation of care for the child. If the account remains unpaid your debt will be sent to our debt collector and will attract additional fees as described in the Terms and Conditions. **Please note that your entitlement to CCB and CCR will not commence until the first day your child/ren commence OOSH. Your OOSH fees will be charged from the first day your child's school commences (that your booked in to OOSH).**



(RE) ENROLMENT FEE

An annual (re) enrolment fee of \$28 is payable on enrolment per family. Enrolment fees can be paid by Cash, Cheque or EFTpos at the Centre. (This is not applicable to families that are enrolled before 2015)

LATE FEE

The Centre is open from 6.30am to 9.00am from Before School Care; 2.45pm to 6.00 pm for After School Care and 6.30am to 6.00pm for Vacation Care. Staff are unable to accept children inside the centre outside of these hours. Should children be present after the 6.00pm closing time, a late fee of \$10 per 5 minutes will apply. There will be no waiver of this late fee policy.

PAYMENT OF FEES

Fees must be paid once invoiced within the stated due date in accordance with terms and conditions.

INVOICES

Invoices will be emailed each Monday. If you do not have access to email and your child attends the Centre regularly, your family will have a folder kept in a filing box under the sign in / out sheets. If your child attends occasionally, your invoice will be posted.

PERMANENT BOOKINGS FOR BEFORE AND AFTER SCHOOL

To make a permanent booking or change a permanent booking please make sure you complete a permanent booking form. **All permanently booked days must be paid for regardless of whether your child attends, this includes Public Holidays. The only exception being Christmas Holiday closure and Public Holidays that fall within Vacation Care periods. CCB will be applied to all other charged days.** If your child does not attend a permanent booked day you are still required to sign the roll to acknowledge the absence to be entitled to CCB and CCR. All allowable absences are recorded. If you child exceeds the allowable absences limit of 42 days per financial year then full fees must be paid for any further absences, as you will no longer be entitled to Centrelink Child Care Benefit for absent days. If you think an absence has been incorrectly recorded, please contact the office.

VACATION AND CASUAL BOOKINGS

A booking form must be filled in to secure a place in Vacation Care available from week 6 of each term. Any changes to this booking must be made on the form or in writing to the Coordinator. Booked Vacation and Casual days will require 24hrs hours' notice of cancellation due to rostering constraints.

Excursion fees will be an additional amount charged on the day of the excursion and will be non – refundable in cases where the amount is based on a group booking. These compulsory fees are covered by CCB and CCR if applicable.

COSTS OF DEBT RECOVERY

I (The Client) (The Parent) expressly agree/s that I am liable for any Recovery costs including administrative fees, debt recovery fees, Solicitor Fees and disbursements incurred by Hillsborough OOSH as a result of my failure to pay the fees and charges for the service provided within the strict terms of payment (alternatively the number of days) specified 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.

Account Holder 1: Signed: _____ Date: _____

Account Holder 2: Signed: _____ Date: _____

TERMS AND CONDITIONS

1. PARTIES:

The Provider: Hillsborough OOSH Pty Ltd (ACN 132 635 315)

2. DEFINITIONS

- 2.1. The Provider is Hillsborough OOSH Pty Ltd (ACN 132 635 315) of PO Box 176, Charlestown NSW 2290.
- 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:

Ensure that Fees are paid fortnightly in advance; and

- 4.3.1. Pay the Provider's tax invoices or statements of account on the due date shown on the 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, a Child Care Benefit.
- 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.
- 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.

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
- 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:
- Original Debt x 100
- Commission = 100 - Commission % charged by the agency (including GST)
- 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.
- 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 info@hillsboroughoosh.com.au.
- 10.5.3 The Guardian must contact the Provider on the Provider's business number on (02) 4947 8370.
- 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 Student 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.
- 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 10: DISCLAIMER/INFORMED CONSENT

I hereby acknowledge that:

- I have read and I understand the centre's procedures, terms & conditions and policies which forms part of this agreement. I understand that full centre polices and terms and conditions are on the centre's premises and are available to read at my convenience (and which may be changed by notice from time to time by the Centre at its sole discretion)
- The Policies and Procedures incorporate any relevant statutory obligations imposed on the centre and have been put in place to protect my child/children.
- I must strictly comply with the Policies and Procedures 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).
- When caring for my child/children 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 & Procedures.
- I am totally responsible for the suitability and actions of any person/persons whom I authorise to visit, deliver, and or collect my child/children to/from the centre or any other place (Other Person/s).
- I must first inform any Other Person/s about the Policies & Procedures 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 employee's or any of its authorised person/s from any loss, damage, claim, cost or expense of any nature whatsoever incurred by my child/children, 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 & Procedures and or due to the inaccuracy of the Information and or the acts or omissions of the Other Person's.

Account Holder 1: Signed: _____ Date: _____

Account Holder 2: Signed: _____ Date: _____