# **Booking Terms & Conditions**

These terms and conditions take effect from 31 March 2022 and cease on 31 December 2023. They apply to Outside School Hours Care (including Vacation Care) for Kids Biz Holidays & Sports Pty Ltd also operating as Kids Biz OSHC. To enrol your child in Kids Biz Holidays & Sports/Kids Biz OSHC (the Service) you must first agree to the following:

#### General

- 1. I have lawful authority to enrol my child in the Service and any information I provide will be true and correct;
- 2. I understand that it is my responsibility to provide current details to the Service and will promptly update any changes (i.e. contact details, medical information, family circumstances);
- 3. I understand that the people listed as the primary and secondary guardian on my child's enrolment form are authorised to discuss and manage the account and add/change bookings. The primary and secondary guardian will receive regular correspondence from the Service, which may include account statements, program information, and newsletters.
- 4. I have notified the people nominated as emergency contacts and/or authorised contacts on my child's enrolment form that their details have been passed on to the Service. I have also advised contacts that they may be asked for photo ID when they collect my child.
- 5. I understand information provided on my child's enrolment form may be disclosed to relevant agencies as required by legislation including the Department of Human Services and Department of Education for purposes including the payment of the Child Care Subsidy.
- 6. I authorise the Service to take and use photographs and short videos of participants taken at the program for the following purposes:
  - Recording children's learning, development and involvement in the educational program
  - Sharing program highlights with parents and guardians through newsletters, displays, emails
  - Internal staff training and communications
- 7. Additional permission is requested on the enrolment form for promotional photos, which may include the Kids Biz OSHC and Kids Biz Holidays website and social media pages.
- 8. Permission for promotional images can be withdrawn in writing at any time.

### Medical

1. I acknowledge that my child will not attend the Service if suffering from an infectious or communicable disease and will be subject to the appropriate mandatory exclusion period as identified by the Department of Health.

- 2. I authorise staff to provide first aid in the event of accident or illness and where required obtain all necessary medical assistance and treatment for my child. I agree to meet any expenses associated with treatment.
- 3. I authorise staff to apply sunscreen to my child unless I have advised in writing that I will provide my own sunscreen. I will provide my own sunscreen if my child has a sensitivity to the sunscreen provided by the Service.
- 4. If my child has a medical condition, dietary requirement or any additional needs I will provide an action plan (if one is in place) or supporting written information prior to the commencement of care. I will supply all items that may be required for treatment of my child's condition to the Service (i.e. Ventolin, spacer, Epipen, antihistamine etc.). I acknowledge the Service is unable to access documentation and medication held by a school or other organisation.
- 5. In the event that my child is injured, becomes ill or is involved in a serious incident while at the Service, I or an authorised person will collect my child as soon as possible.

### Behaviour

- 1. I understand that if my child continuously demonstrates inappropriate behaviour, after behavioural management policies and procedures have been followed, I will be notified and my child may be suspended for a period to be determined or excluded permanently from the Service.
- 2. I understand that if my child causes a major risk to the health or safety of themselves, other children, or Kids Biz educators they may be permanently excluded from the Service.
- 3. I acknowledge that if my child is subject to exclusion, the Service may disclose my child's name and the reasons for the exclusion to persons in control of the school that the service operates from.

## **Participation**

- 1. I give permission for my child to participate in activities organised for the days my child will be attending, including child appropriate G & PG rated material.
- 2. Except as otherwise expressly required by law, the Service does not accept any liability for personal injury, property damage or loss sustained by any participant as a result of participation at the Service.
- 3. I give permission for my child to leave the premises to participate in activities and excursions as indicated in the Program.
- 4. It is my responsibility to inform the service of any additional needs my child may have. The Service may be unable to accommodate children with additional needs if they are not made aware of support requirements in advance.

## **Payments**

1. All fees must be paid via Direct Debit from a bank account or credit card unless an alternate arrangement has been approved by the Service. Families

- enrolled in Vacation Care only prior to 1 February 2021 may continue with their existing payment arrangements.
- 2. I agree to pay for all the days my child is successfully enrolled in (and not cancelled within the relevant time frame), regardless of whether my child attends.
- 3. I agree to keep my account up to date and meet all costs incurred for my enrolments in the Service.
- 4. I acknowledge that a surcharge amount (inc GST) at a rate listed below will be applied to the direct debit payment amount if I nominate a payment method where a surcharge applies
  - o Direct Debit (Bank Account): No surcharge
  - o Credit Card (Visa/Mastercard): 2.35% per transaction
  - o AMEX: 4.4% per transaction
- 5. I acknowledge that if a change is made to the nominated payment method listed in accordance with this agreement that a surcharge may apply to the updated payment method.
- 6. I acknowledge that if a direct debit is returned by my Financial Institution as unpaid, I acknowledge that a Default Fee charged by Debit Success, our Direct Debit provider may apply to the next direct debit payment (currently up to \$19.95), in addition to any owing account balance and Financial Institution charges.
- 7. If payments are not received on the due date a \$30 late payment fee may be applied for each fortnight payment is late.
- 8. I understand that if my fees are not paid on time my child may be excluded from the Service and third-party debt recovery action may be taken, I accept that I will be responsible for all debt recovery fees associated with my account.
- 9. A late pick-up fee of \$2.00 per minute, per account, may be applied for collections after the Service closing time.
- 10. I understand my child may not be able to attend, or continue to attend, until my account payments have been made in full or a payment arrangement has been agreed to.
- 11. I understand I must confirm my child's enrolment with the Service through MyGov in order to receive Child Care Subsidy payments. If I do not confirm the enrolment, I will be required to pay full fees. I understand the enrolment will cease after 14 weeks of no attendances and I will then need to reconfirm the enrolment details if my child returns to care.
- 12. I understand that government fee reductions cannot be claimed prior to my child's first physical attendance at the Service or following their last physical attendance at the Service in accordance with guidelines set out by the Department of Education. If my child is absent on their first or last days of care I will be required to pay full fees, unless my child meets an exemption reason outlined by the Department of Education.
- 13. Refunds will only be issued in accordance with the business' obligations under the Australian Consumer Law and Education and Care Services

National Law. Account credit will be made available for cancellations made with sufficient notice.

### Before & After School Care

- A minimum of two weeks' notice is required to make permanent changes to a permanent enrolment; days cannot be suspended, swapped or placed on hold.
- 2. Changes to permanent bookings must be requested via the online booking system or in writing.
- 3. The full fee is payable for casual bookings, less any eligible Government entitlements, unless a minimum of 24 hours notice of the cancellation has been provided.
- 4. I will advise if my child will be absent and I understand that for permanent bookings the full fee will be payable less any eligible government entitlements.
- 5. Before and after school care fees will not be charged during ACT school holiday periods or Pupil Free Days designated at service locations. Public holidays that fall during school terms will incur the usual fee if the holiday falls on a day on which the child would have otherwise attended.

## **Vacation Care**

- Activities and transport are subject to cancellation or alteration in the event of unsuitable weather conditions, unforeseen events or other factors which may arise from time to time and suitable alternative activities will be provided.
- 2. Cancellation requests must be lodged via the My Family Lounge website, My Family Lounge app or in writing via email.
- 3. Cancellations can only be made if more than 7 days notice is provided. If a booking is made within 7 days of the attendance no cancellation is possible.
- 4. All vacation care bookings are casual bookings and more than 7 days notice is required to advise an absence for vacation care or the full fee is payable.
- 5. Children with additional needs must be booked into vacation care more than 4 weeks in advance (unless a lessor time frame is agreed to by the Service) to ensure special arrangements and additional staffing needs can be met.