



PAYMENT OF FEE POLICY/ TERMS & CONDITIONS

FEE SCHEDULE

Our fees as at 12th October 2020 are as follows. The Australian Government formula for the calculation of Child Care Subsidy Scheme (CCSS - if eligible) will be applied to your fees and families pay the gap to the service.

<u>Before School Care</u>	<u>Hours 6:30 am - 8:40am</u>		
	Permanent Booking		Casual Booking
	\$18.50		\$20.50
<u>After School Care</u>	<u>Hours 2:55pm – 6:00 pm</u>		
	Permanent Booking		Casual Booking
	\$21.50		\$23.50
<u>Vacation Care and Pupil Free Day</u>	<u>Hours 6:30am – 6:00pm</u>		
	Sessions		
	\$50.00		

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

PAYMENT OF FEES

The Service has the Debit Success system so a form will need to be signed upon starting. As per terms and conditions, fees are to be paid 2 weeks in advance.

Please note that your entitlement to CCS will not commence until you have completed your form online and approved Warners Bay OOSH as your service through your mygov app. Your OOSH fees will be charged from the first day your child's school commences (that you're booked in to OOSH).

RE ENROLMENT FEE

An annual

Re enrolment fee of \$30 is payable on enrolment per family.

LATE FEE

The Service is open from 6.30 am to 8.40 am for Before School Care and 2.55 pm to 6.00pm for After School Care. Staff are unable to accept children inside the service outside of these hours. Should children be present after the 6.00pm closing time, a late fee of \$10 per 5 minutes will apply.



STATEMENTS

Statements will be emailed each Monday.

PERMANENT BOOKINGS FOR BEFORE AND AFTER SCHOOL

To make a permanent booking or change a permanent booking please make sure you email the service, so it is in writing and ensure you receive a reply to know this has taken effect.

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. CCS will be applied to all other charged days.

If your child does not attend a permanent booked day you will be notified in a small box on the sign in/out kiosk program (on iPad). This is a prompt to acknowledge or question the absence. All allowable absences are recorded. If your 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 Subsidy Scheme for absent days. **Note: Absences have been waived during COVID 19.**

VACATION AND CASUAL BOOKINGS

A booking form must be filled in to secure a place in Vacation Care available from the end of week 6 of each term. Any changes to this booking must be made on the form or in writing to the service and again will only be in effect once a reply is received. 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 CCS with the exception of Senior Excursions as they are optional.

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 Warners Bay OOSH because 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.



Warners Bay OOSH Pty Ltd Trading Terms and Conditions

1. PARTIES

The Provider: Warners Bay OOSH Pty Ltd

2. DEFINITIONS

- 2.1. **"The Provider"** is Warners Bay OOSH Pty Ltd 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 childcare 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. Reference to **"loss and damage"** herein includes indirect, reliance, special or consequential loss and/or damage including i) any loss of income profit or business; ii) any loss of goodwill or reputation; iii) any loss of value of intellectual property.
- 2.8. **"Major failure"** is as defined under the *Competition and Consumer Act 2010 (Cth)*.
- 2.9. **"GST"** refers to goods and services under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

3. GENERAL

- 3.1. These Terms and Conditions together with the Child Enrolment Form and the Payment of Fee Policy, Family Handbook and any applicable Direct Debit form (if any) 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 AND PAYMENT

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. GST shall be charged on the services provided by the Provider that attract GST at the applicable rate.

4.4. The Guardian must:

4.4.1. Ensure that Fees are paid fortnightly in advance; and

4.4.2. Pay the Provider's tax invoices or statements of account on or by the due date stipulated on the invoice or statement without deduction or set-off.

4.5. The Guardian is responsible for paying the Fee to the Provider irrespective of the Guardian's eligibility for, or receipt of, a Child Care Subsidy.

4.6. Time is of the essence for payment of the Provider's tax invoices and statements of account.

4.7. The Provider reserves the right to charge an equipment and transportation fee as provided for in the Payment of Fee Policy.

4.8. 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. **Deposit/Enrolment Fee**

4.9. The Provider may require the Guardian to pay a deposit in advance to secure a placement for the Child.

4.10. 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.

4.11. The deposit must be paid by the Guardian before the Child commences the placement.

5. DIRECT DEBIT

5.1. The Provider may request the Guardian to pay fees via Direct Debit managed by through its duly authorised agent Debitsuccess Pty Limited (ACN 095 551 581) ("**the agent**").



- 5.2. When agreeing with the Provider to pay fees via Direct Debit the Guardian also expressly agrees to be bound by the Terms and Conditions attached to the agent's Direct Debit Authorisation Form which should be read in conjunction with the Provider's Terms and Conditions stipulated herein.
- 5.3. Any reference to "the Business" in the agent's Terms and Conditions is a reference to the Provider.
- 5.4. The Guardian/s warrant and represent that they are duly authorised to request the debiting of payments from the bank account or credit card that is listed on the agent's Direct Debit Authorisation Form. **Minimum Payment Limit**
- 5.5. The Guardian must set a minimum payment limit that covers the Provider's fees and any incidentals charged from time to time (i.e. Enrolment Fee and Equipment Fee) as stipulated in its Payment of Fees Policy.
- 5.6. The minimum payment limit must be discussed and agreed to by Provider before any Direct Debit Agreement is formalised.
- 5.7. The Provider reserves its right to review the minimum payment limit amount every 3 months from the date the agent's Direct Debit Authorisation Form is signed by the Guardian. **The Guardian's Responsibilities**
- 5.8. Direct Debit is not available on all bank accounts or credit cards at every financial institution. The Guardian is responsible to check with their financial institution that the nominated bank account or credit card allows for direct debit.
- 5.9. The Guardian is responsible to ensure that there are sufficient funds in their bank account or credit card to meet the scheduled payments.
- 5.10. The Guardian must advise the Provider if the bank account or credit card which has been nominated on the agent's Direct Debit Authorisation has been transferred or closed. **Dishonour of Direct Debit**
- 5.11. The Guardian may be liable to pay the agent for each unsuccessful debit transaction in accordance with its Terms and Conditions and will also be liable for any fees charged by the relevant financial institution.
- 5.12. The agent may re-attempt any unsuccessful debit transactions in accordance with their Terms and Conditions.
- 5.13. A dishonoured direct debit transaction will be considered a default and may be dealt with by the Provider in accordance with the provisions set out in clause 8 and clause 10.3 herein. **Cancellation or Variation of Direct Debit**
- 5.14. The Guardian authorises the Provider to vary the debit amount in the event of changes to any of its fees. In this regard the Provider will provide 14 days written notice to the Guardian of any such changes.
- 5.15. If the Guardian wishes to vary or cancel their Direct Debit, they must provide written notice at least 14 days prior to the next scheduled payment.



5.16. The Guardian may cancel their Direct Debit by requesting the same directly from their financial institution.

Privacy of Information

5.17. The Provider will not disclose information regarding your bank account or credit card to any other party other than the agent (and only for the purposes of this agreement) expect when it is necessary in order to process payments, investigate or resolve disputed transaction.

5.18. The agent will maintain a level of security with your information in accordance with their Terms and Conditions. **Dispute Resolution**

5.19. If the Guardian wishes to dispute or investigate a direct debit transaction, they may contact the Provider or their financial institution.

5.20. In the event the dispute or investigation is referred to the Provider they will review the claim and provide the Guardian with an appropriate resolution.

5.20.1. If the Provider's review/investigation finds that your account/card was incorrectly debited the Provider will make arrangements to refund the transaction(s).

5.20.2. If the Provider's review/investigation finds that the account was not incorrectly debited the Provider will respond to the Guardian by providing reasons and evidence as to why.

5.20.3. If the matter remains unresolved after the Provider's review/investigation then the Guardian may refer the matter to its financial institution.

6. PROVISION OF SERVICES

6.1. The Provider reserves its right to decline to enrol a Child at its discretion and in accordance with the priority access guidelines as detailed in the Family Handbook.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. The Provider does not warrant that it will be capable of providing the Services at the specific times requested by the Guardian.

7. RISK AND LIABILITY

7.1. The Guardian acknowledges that the Provider shall not be liable for and the Guardian releases the Provider from any loss or damage incurred as a result of delay or failure to observe any of these conditions due to an event of force majeure, being any cause or



circumstance beyond the Provider's reasonable control, including closure of the Provider due to severe weather.

7.2. The Provider will not be held responsible, and the Guardian releases the Provider from any loss or damage, including personal injury incurred or sustained by the Child, howsoever arising due to: 7.2.1. A failure by the Guardian to adhere to these terms and conditions; or

7.2.2. A failure by the Child to adhere to any applicable rules set by the Provider; or

7.2.3. Any feature or condition of the Provider's premises, whether or nor any such feature or condition ought to be reasonably obvious and/or whether the feature or condition is known or unknown to the Provider's employees, servants or agents; or

7.2.4. Any circumstance beyond the control of the Provider.

7.3. 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: 7.3.1. 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;

7.3.2. 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.

7.4. 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.

7.5. 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.

7.6. 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:

7.6.1. That the person is the mother or father of the child;

7.6.2. That the person is permitted to collect or have access to that child.

7.7. 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:

7.7.1. That the person is the friend or relative of the Child, as named or described in the Enrolment Form;

7.7.2. That the person is permitted to collect or have access to the Child.

7.8. 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**



7.9. 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.

7.10. 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

7.11. In the event of an emergency, the Provider is authorised to contact health care providers and apply first aid.

7.12. 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.

8. DEFAULT

8.1. The Guardian shall be considered in default of the agreement if:

8.1.1. The Guardian fails to pay the Fee in accordance with Clause 4;

8.1.2. The Guardian fails to perform any of its obligations under the agreement;

8.1.3. 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;

8.1.4. The Guardian becomes insolvent or proposes
or enters into an arrangement with creditors, or makes
an assignment for the benefit of its creditors.

Suspension

8.2. The Provider may suspend the provision of the services to the Guardian at any time if:

8.2.1. The Guardian fails to pay the Fees in accordance with Clause 4;

8.2.2. The Child's behaviour is deemed unacceptable or endangers the well-being and safety of other children or staff;

8.2.3. The Child becomes ill or is suffering from a contagious illness;

8.2.4. 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.

Guardian's liability on default

8.3. 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:

8.3.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement.

8.3.2. 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. 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.

8.3.3. The Guardian will be liable for a dishonoured cheque fee of \$40.00 for each cheque issued by the Guardian and rejected by the Provider's bank.

8.3.4. 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.

8.3.5. In the event of the Guardian 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 Guardian shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Guardian shall be liable to pay as a liquidated debt, the commission payable by the Provider 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:

Total Debt including Commission and GST = Original Debt x 100

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100 - Commission % charged by the agency (including GST)

(n.b. in the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au).

8.3.6. In the event where the Provider or the Provider's agency refers the overdue account to a lawyer the Guardian shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

9. WARRANTY

9.1. 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.

9.2. The Provider does not purport to restrict, modify or exclude any liability that cannot be excluded under the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* as may be amended from time to time.

Warranty for Services

9.3. Provided that the Guardian reports any defect in the Services provided, preferably within fourteen (14) days from the date that the defect became apparent, the Guardian will rectify any defect in the Services within a reasonable period of time.

9.4. To the extent permitted by law the Provider's liability in respect of defective Services that does not constitute a major failure will be limited to:

9.4.1. The supply again of the defective Services; or

9.4.2. The refund of the fee or part thereof paid by the Guardian in respect of the defective Services.



9.5. 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.

9.6. 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.

9.7. 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

9.8. Claims for warranty should be made in one of the following ways:

9.8.1. 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.

9.8.2. The Guardian must email the claim together with the proof of enrolment to the Provider at

9.8.3. The Guardian must contact the Provider on the Provider's business number on 0419290528.

10. TERMINATION & CANCELLATION by the Provider

10.1. 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.

10.2. 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.

10.3. If the Guardian is in default as defined in Clause 8, 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**

10.4. 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.

11. JURISDICTION

11.1. 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.

12. SET-OFF

12.1. 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.

12.2. The Guardian acknowledges that the Provider can produce this clause in bar of any proceeding for set-off.



13. PRIVACY ACT 1988

13.1. 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.

13.2. The Guardian 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.

13.3. The Guardian consents to the Provider being given a consumer credit report to collect overdue payment on commercial credit pursuant to the Privacy Act 1988.

14. ENTIRE AGREEMENT

14.1. These Terms and Conditions as defined in Clause 3.1 constitute the whole Agreement made between the Provider and the Guardian.

14.2. This agreement can only be amended in writing signed by each of the parties.

14.3. 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.

14.4. 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 15: DISCLAIMER/INFORMED CONSENT

I hereby acknowledge that:

- I have read, and I understand the service's procedures, terms & conditions and policies which forms part of this agreement. I understand that full-service policies and terms and conditions are on the service's premises and are available to read at my convenience (and which may be changed by notice from time to time by the Service at its sole discretion)
- The Policies and Procedures incorporate any relevant statutory obligations imposed on the service and have been put in place to protect my child/children.
- I must strictly comply with the Policies and Procedures always.
- The information provided in this enrolment record is correct to the best of my knowledge.
- I will inform the service 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 service 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 Service (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 service 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 Service, its employees 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.