

CHILD DETAILS:

Date Form Completed: _____

Child's first name: _____ Child's surname: _____

Date of birth: _____ Child's CRN: _____

Current Residential Address: _____

P/code: _____ Sex: Female / Male / Other: _____

Torres Strait Islander or Aboriginal descent? Yes / No

Nationality/Ethnicity: _____ Religion: _____

Language(s) spoken at home: _____

Do you have another child at this centre? Yes / No

Does your child have a disability or additional needs? _____

Anaphylaxis/Allergy, Asthma or dietary action plan needed? Yes / No

PARENT/GUARDIAN DETAILS: *(Additional parents/guardians details and authorised people can be added to your child's electronic enrolment form once we have entered these details. Your login details will be sent to the email address you provide. Please put Parent 1 as the parent who is claiming under their CRN)*

Parent 1 First Name: _____ Parent 1 Surname: _____

Parent 1 Date of Birth: _____ Parent 1 CRN: _____

Parent 1 E-mail: _____

Home Number: _____ Mobile Number: _____

Parent 2 First Name: _____ Parent 2 Surname: _____

Parent 2 D.O.B: _____ Parent 2 Mobile: _____

Parent 2 Email: _____

EMERGENCY CONTACTS & AUTHORISATIONS: *(Please list a relative or close friend who you deem trustworthy to make decisions on your behalf if you are not reachable in the case of an emergency involving your child.)*

First Name: _____ Surname: _____

Relationship to Child (E.g., Grandmother etc): _____

Address: _____

Mobile Phone: _____

BOOKING INFORMATION:

Days required: *(please circle)*

Enrolment start date: _____

Monday

Tuesday

Wednesday

Thursday

Friday

AUTHORISATION TO TAKE PHOTOGRAPHS:

(Only the children's first names will be used on the photos where necessary.)

I give permission for my child's photo:

To be taken at the centre: Yes / No

To be used on HubHello for group documentation (e.g., daybook/program): Yes / No

To be displayed on the Sweetpeas Website: Yes / No

To be displayed on the Sweetpeas social media pages (i.e., Facebook/Instagram): Yes / No

Parent full name: _____ Signature: _____

REGARDING YOUR CHILD'S ENROLMENT AT SWEETPEAS KINDERGARTEN AND LONG DAY CARE CENTRE

If you need to contact us for further information or for assistance completing the enrolment records you can do so by phoning:

The Cranebrook service (02) 4730 4600 or emailing sweetpeaskindy@gmail.com

The Penrith service (02) 4721 4920 or emailing sweetpeaskindypenrith@gmail.com

The St Clair service (02) 9834 6011 or emailing sweetpeaskindystclair@gmail.com

The St Marys service (02) 9623 5069 or emailing sweetpeaskindystmarys@gmail.com

THERE ARE A FEW DOCUMENTS WE REQUIRE FROM YOU TO COMPLETE YOUR CHILD'S ENROLMENT BEFORE THEY START AT THE CENTRE

These are:

1. A birth certificate
2. Driver's licence/ proof of address
3. Medicare card
4. Under the NSW Public Health Act 2010, an immunisation record must be provided in order to enrol your child as follows:
 - a. An Immunisation History Statement showing your child's immunisations are up to date (if your child has a medical contradiction for a specific vaccine(s) a Medical Contradiction Form will also be required), or;
 - b. A Medical Contradiction Form if your child is unable to be immunised with any vaccines due to medical reasons, or;
 - c. An Immunisation History Form where an immunised provider has certified that your child is catching up on their immunisations.
 - d. Other immunisation records, such as the Blue Book, a GP Letter or an overseas immunisation record are not acceptable.
5. CWA (complying written arrangement) - signed and returned. (This can be signed electronically when you log in to Hubworks)

Immunisation History Statements are sent to each parent/guardian after their child turns 18 months and 4 years of age. You can obtain one at any time by contacting Medicare:

- By Telephone on **1800 653 809**
- By email on acir@medicareaustralia.gov.au
- Online at <https://www.servicesaustralia.gov.au/individuals/medicare> or <https://my.gov.au/> (if your Medicare is linked to the mygov service)
- In person at your local Medicare Office, Centrelink office or Child Support Service Centre.
- On express Medicare mobile app or mygov.

If you wish to access your personal information on our files at any time, you may do so by making an appointment with the Director or a responsible person in charge. All information collected for your child's enrolment is done so by the requirements of the *Education and Care Services National Regulations* and the *Education and Care Services National Law* and to ensure the best possible care for your child. Failure to provide any of the information requested on your child's enrolment forms may prevent us from enrolling your child in our service.

The personal information collected will be shared only in the event of a medical or other emergency (e.g. with ambulance or police) or with relevant organisations (e.g. occupational therapists and other medical professionals) with your permission.

Yours sincerely,
Sweetpeas Management

Please read the Terms and Conditions of Enrolment on the following pages and sign the agreement on Page 5. Please note that completing all sections of the enrolment paperwork is a condition of your child's enrolment.

Staff use only:

An educator has sighted and retained a copy of the immunisation record - *as per Regulation 162(g)*

Full name of educator: _____ **Signature:** _____

SWEETPEAS KINDERGARTEN - TERMS AND CONDITIONS OF ENROLMENT/FEE PAYMENT

1. Definitions

- 1.1 "Sweetpeas" shall mean MMKB PTY LTD/Sweetpeas Group and its successors and assigns.
- 1.2 "Child" shall mean the child enrolled with Sweetpeas.
- 1.3 "Parent" shall mean the legal guardian (or guardians) of the Child and is the person (or persons) responsible for payment of the Fees. Where more than one Parent has entered into this agreement, both Parents shall be jointly and severally liable for all payments of the Price.
- 1.4 "Services" shall mean all services supplied by Sweetpeas to the Parents and includes any advice or recommendations.
- 1.5 "Fee" shall mean the cost of the Services as agreed between Sweetpeas and the Parents subject to clause 3 of this contract.

2. Acceptance

- 2.1 Upon acceptance of these terms and conditions by the Parent the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Co-ordinator and/or Director of Sweetpeas.
- 2.2 None of Sweetpeas' agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Co-ordinator and/or Director of Sweetpeas in writing nor is Sweetpeas bound by any such unauthorised statements, representations, conditions or agreements.

3. Payment

- 3.1 At Sweetpeas' sole discretion the Fee shall be as indicated on invoices provided by Sweetpeas to the Parent in respect of Services supplied.
- 3.2 At Sweetpeas' sole discretion;
 - (a) payment shall be due before delivery of the Services, or
 - (b) payment shall be made by instalments in accordance with Sweetpeas' payment schedule.
- 3.3 A discount of five percent (5%) will be applied to all annual fees paid within the first two weeks of the year.
- 3.4 Fees must be paid in full. Fees remain payable in full, even when there is a public holiday, or the child is absent through illness or for any other reason.
- 3.5 The Child Care Subsidy is also available to a Parent through an application to the Family Assistance Office, but it is the responsibility of the Parent to claim from the Family Assistance/Medicare Office. Sweetpeas' paid in full invoice must be signed by Sweetpeas.
- 3.6 The Parent is obliged to contact Sweetpeas if there is any change to his or her circumstances which may have a bearing on the amount of Fees to be paid, and their eligibility for any subsidy.

4. Method of Payment

- 4.1 Fees may be paid by cash or EFT or direct debit. A receipt will be issued every time a payment is made.
- 4.2 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included.

5. Late pick up

- 5.1 A fee of \$7.50 per five minutes will apply for pickups after 6.00pm.

6. Termination of Enrolment

- 6.1 Placements may be terminated where an enrolled child is absent from Sweetpeas for two (2) weeks or more with no notice given. If a child is withdrawn without two (2) weeks' notice, Fees shall be due in lieu of notice.

7. Withdrawal on Two Weeks' Notice

- 7.1 When a child is to be withdrawn from care, the Parent is to give two (2) full weeks' notice. If the child does not attend Sweetpeas during this period, no refund of Fees will be made for that period.
- 7.2 The notice of withdrawal is effective from the date it is lodged with Sweetpeas.
- 7.3 Two weeks' notice will *not* be accepted between the first day of November and last day of December each calendar year. During this period, Parents may inform Sweetpeas of their intention to withdraw their child at the end of the calendar year, and Sweetpeas will provide the Parents with information concerning:
 - (a) the final day of Sweetpeas operation for that calendar year;
 - (b) their child's last day of attendance, as per their regular attendance schedule;
 - (c) the final fee payments due to be paid by their child's last day of attendance;
 - (d) the amount, if any, of bond refund the Parents are eligible to receive.

8. Absences and Illness

- 8.1 It is the responsibility of the Parents to advise if a child is to be absent as soon as possible and inform Sweetpeas 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.
- 8.2 A child will not be able to attend Sweetpeas for any period of time during which:
 - (a) the child is suffering from a disease or condition which is contagious through normal social contact; or
 - (b) a medical practitioner has recommended the child not attend pre-school; or
 - (c) when the Co-ordinator and/or Director of Sweetpeas requests that the sick child be kept away from Sweetpeas because the child requires care which Sweetpeas staff resources do not permit; or
 - (d) where a medical practitioner prescribes antibiotics or antifungal medication for a child, the Parent must ensure that the child does not attend Sweetpeas for twenty-four hours after commencement of the medication.

9. Default & Consequences of Default

- 9.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 9.2 In the event that the Parent's payment is dishonoured for any reason the parent shall be liable for any dishonour fees incurred by the Seller.
- 9.3 The customer authorises the company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between parties hereto.
- 9.4 Without prejudice to any other remedies Sweetpeas may have, if at any time the Parent is in breach of any obligation (including those relating to payment) then Sweetpeas Co-ordinator and/or Director has
 - (a) the authority to terminate an enrolment at Sweetpeas where the fees remain outstanding for four (4) weeks or more and no agreement to pay is in place, and
 - (b) any of its other obligations under the terms and conditions.Sweetpeas will not be liable to the Parent for any loss or damage the Parent suffers because Sweetpeas exercised its rights under this clause.
- 9.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 9.6 The company may refer any outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the customer acknowledges and agrees to pay debt collection charges to be calculated at less than 20% plus GST and will be incurred on the day the company refers the matter to their nominated debt collection agency. The customer shall be liable for interest and all legal recovery costs associated with such action on a solicitor and own customer or indemnity cost basis.

SWEETPEAS KINDERGARTEN - TERMS AND CONDITIONS OF ENROLMENT/FEE PAYMENT

10. Immunisation

10.1 The Parent will ensure that the child is immunised appropriately for his/her age prior to commencement at Sweetpeas and will produce proof of immunisation on request.

11. Emergency Contacts

11.1 The Parent must provide Sweetpeas with the names and addresses of two responsible persons over the age of eighteen (18) who can collect the child in case of an emergency or illness. When contacted by Sweetpeas Co-ordinator and/or Director or their delegate, the Parent or a responsible person authorised by the Parent, must go immediately to Sweetpeas to collect a sick or injured child.

12. Persons to Collect A Child

12.1 A child may be released into the care of either Parent, a guardian, or a responsible person into whose care a custodial Parent has signed permission for the child to be released. This may include persons nominated as emergency contacts, persons nominated on the enrolment form to collect the child, or persons nominated to collect the child on specific occasions.

12.2 The person collecting the child (other than the Parent) may be required to produce proof of identity to satisfy Sweetpeas of their bona fides before the Child will be released.

12.3 Sweetpeas staff will not be responsible for the removal of a child from Sweetpeas by a non-custodial Parent or other person, however, will do all in their power to prevent this. In such a case, staff will make every effort to contact the custodial Parent and Police.

13. Medication

13.1 A Parent whose child requires administration of medication will:

- (a) complete the appropriate form at Sweetpeas; and
- (b) provide the correct medication in its original container; and
- (c) provide written instructions from a medical practitioner for the administration of non-prescription medication; and
- (d) provide Sweetpeas staff with the doctor's name and contact phone number.

13.2 Sweetpeas staff are authorised to administer medication only in accordance with the Parents written authority. In doing so, Sweetpeas staff are to be regarded as acting in place of the Parent. Staff are not liable for any allergic reaction or injury caused to the child by the administration of the medication in accordance with the Parents written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent.

13.3 The Parent will notify Sweetpeas of any changes or developments in the child's medical history.

14. Incident Injury Trauma or Illness

14.1 In the event of an accident or emergency resulting in the need for medical attention, the Parent hereby gives authority to the Co-ordinator and/or Director or their delegate to arrange such medical assistance and/or ambulance as deemed necessary. Every reasonable effort will be made to contact the child's Parent. However, if unable to contact them the Co-ordinator and/or Director or their delegate may authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the child's doctor, any attending doctor, ambulance officer, police or State Government Officer, on behalf of the Parent.

14.2 The Parent will be responsible for any costs incurred as a result of transportation or treatment.

15. Notification Of Child Abuse

15.1 Under the Children and Young Persons (Care and Protection Act) 1998 Sweetpeas and Sweetpeas' employees are mandatory reporters and as such are obliged to report any suspected incidents of child abuse or mistreatment to the relevant authorities.

16. Court Action

16.1 Should a child or children attending Sweetpeas be subject of any court action, particularly custody or access issues being heard before the Family Law Court, Sweetpeas does not allow staff to issue statements or provide reports regarding children except where instructed to do so by the court itself.

17. Privacy Act 1988

17.1 The Parent and/or the Guarantor/s (herein referred to as the Parent) agree for Sweetpeas to obtain from a credit reporting agency a credit report containing personal credit information about the Parent in relation to credit provided by Sweetpeas.

17.2 The Parent agrees that Sweetpeas may exchange information about the Parent with those credit providers either named as trade referees by the Parent or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Parent; and/or
- (b) to notify other credit providers of a default by the Parent; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Parent is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Parent.

The Parent understands that the information exchanged can include anything about the Parent's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988

17.3 The Parent consents to Sweetpeas being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

17.4 The Parent agrees that personal credit information provided may be used and retained by Sweetpeas for the following purposes (and for other purposes as shall be agreed between the Parent and Sweetpeas or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by Sweetpeas, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Parent's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Parent; and/or
- (e) enabling the daily operation of Parent's account and/or the collection of amounts outstanding in the Parent's account in relation to the Goods.

17.5 Sweetpeas may give information about the Parent to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Parent;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Parent.

17.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Parent's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Parent's application for credit or commercial credit and the amount requested;
- (c) advice that Sweetpeas is a current credit provider to the Parent;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Parent's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Sweetpeas, the Parent has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Parent's credit obligations);
- (g) advice that cheques drawn by the Parent for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Parent by Sweetpeas has been paid or otherwise discharged.

SWEETPEAS KINDERGARTEN - TERMS AND CONDITIONS OF ENROLMENT/FEE PAYMENT

18. General

- 18.1 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.
- 18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 18.3 Sweetpeas reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Sweetpeas notifies the Parent of such change. Except where Sweetpeas supplies further Services to the Parent and the Parent accepts such Services, the Parent shall be under no obligation to accept such changes.
- 18.4 Failure by Sweetpeas to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Sweetpeas' right to subsequently enforce that provision.

©Copyright - EC Credit Control 1999 - 2022

I understand that giving notice in the month of November onwards will not be accepted. It is too difficult for the centre to replace my child's enrolment in the month of November onwards (see section 7).

I certify that the above information is true and correct. I have read and understood the TERMS AND CONDITIONS OF ENROLMENT/FEE PAYMENT (above) of MMKB PTY LTD T/A Sweetpeas Kindergarten and Long Day Care Centre which form part of, and are intended to be read in conjunction with, this Sweetpeas Kindergarten – Terms and Conditions of Enrolment/Fee Payment and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

Signed Client:

Signed Witness to Clients Signature:

Name: _____

Name: _____

Date: _____

Date: _____

(Office use only)

Orientation	Date completed
Enrolment pack given to parents/carer	
Orientation/walk-through carried out	
Bond paid & fees system explained	
Enrolment Details	Date completed
Enrolment form returned and checked over	
Standard Products Agreement completed	
Copy of immunisation records received (not blue book copy)	
Educator has dated and signed page 2 of enrolment form	
Copy of birth certificate received	
Medicare card photocopied	
Copy of proof of address (e.g., drivers licence)	
<i>Background information</i> form completed	
<i>All about my child</i> form completed	
Individual dietary needs form (if needed)	
Hubworks	Date completed
Child's enrolment details entered into Hubworks	
Child's schedule created on Hubworks	
Enrolment notice submitted	
Message sent with Hubworks log in details	
Admin	Date completed
Child is added to attendance list	
Child is added to locker chart	
Parent pocket created	
CWA printed, signed and in file (or signed digitally)	Printed / Digital
Child added to food list (if needed)	
Medical Management	Date completed
Action plan required	yes / no
Copy of action plan added to appropriate folder	
Medical risk management plan completed (if needed)	
Child Risk ID form completed (if needed)	
Child Risk ID tags completed (if needed)	