St Peter's After School Care Enrolment Form

Please use *BLOCK LETTERS* and sign each page.

We welcome your child and family to our Outside School Hours Care (OSHC) service as part of the Catholic Education Diocese of Rockhampton. This Enrolment Form is part of your child's enrolment record and is to be completed annually. We are committed to providing a quality education and leisure program in a caring environment. The OSHC is a community of faith where the Gospel values are essential to the life of our Diocese. The program is developed to cater for the total formation of the individual.

PLEASE RETURN THE COMPLETED ENROLMENT FORM AND REQUIRED DOCUMENTATION TO THE:

St Peter's After School Care

170 Upper Dawson Road

Rockhampton QLD 4700

spr_oshc@rok.catholic.edu.au

ASSISTANCE REQUIRED

If you require assistance interpreting the attached Terms and Conditions or any information contained in this Enrolment Form, please contact the centre/service.

KEEPING RECORDS UP-TO-DATE

Please inform the centre/service in writing if any information provided on this form (such as contact details, address, and medical information) needs to be amended.

OFFICE USE ONLY

Documentation (tick where applicable):

- ☐ Sighted Birth Certificate or Government issued document with child's name and date of birth; or confirmed with School/Kindergarten administration (**MANDATORY**)
- ☐ Sighted child health record (a notation to that effect). Comment:_____
- ☐ ICT Form (Mandatory if child does not attend School/Kindergarten)
- ☐ Terms and Conditions signed (**MANDATORY**)
- ☐ Immunisation status declared (**MANDATORY**)
- ☐ Medical Practitioner – **name, address and contact details completed** (**MANDATORY**)
- ☐ Baptism Certificate (if not on file at School/Kindergarten)
- ☐ Copies of Court/Parenting/Consent Orders, Family Agreements etc.
- ☐ Medical/Individual Action Plans by Medical Practitioner & Risk Minimisation Plan Flow Chart followed (signed)
- ☐ Family has received a copy of the Policies and Procedures including the Dealing with Medical Conditions Procedure
- ☐ Specialist information e.g. from Early Intervention centre; Speech Pathologist
  - ☐ If specialist information provided, signed Form 1 mandatory

Comments/Family Interview Notes for Consideration in Supporting Enrolment:

REQUESTED DAYS OF ATTENDANCE

CUSTOMER DETAILS			
This information is necessary for the service to apply for Child Care Subsidy (CCS) on your behalf, which is applied directly to discount daily fees.			
Child's CRN		Date of Birth	
Parent/ Carer 1 CRN		Date of Birth	
Parent Carer 2 CRN (if applic.)		Date of Birth	
Residential Address		Phone number:	
Approved Provider: *The Roman Catholic Trust Corporation for the Diocese of Rockhampton,* ABN 21 528 592 597 Phone: 07 4994 8000		Service Name: Address: Phone: Email:	

After School Care hours - 3:00pm – 6:00pm	**Fees:** Please refer to our *Fee Schedule* for details

☐ **Routine Booking**

Requested days of attendance Outside School Hours Care from ____/____/____.

Requested attendance - standard week

CHILD'S NAME	MON	TUES	WED	THURS	FRI
	ASC	ASC	ASC	ASC	ASC

(Optional) Requested attendance - alternate week

CHILD'S NAME	MON	TUES	WED	THURS	FRI
	ASC	ASC	ASC	ASC	ASC

AND/OR

☐ **Casual Booking**

Requested date for cessation of care __/__/____.

Confirmed Booking by Coordinator or Delegate (Signature): _____

I confirm:

- That my details in the enrolment form, as well as the details of the child I am enrolling are correct.
- I have agreed to days of care within the service and understand that my child will only attend during the sessions of care as per the Service Approval.
- That care may be provided on a casual or flexible basis where available at my service at my request.
- I understand I am liable to pay fees for the care of my child as indicated above and, if applicable, in other information the service has given me (such as a Fee Schedule or Parent Handbook) which are subject to change over time based on advice from the provider and acceptance by me.

Please sign and return this form, as confirmation of the Complying Written Agreement.

Parent/Guardian Signature: _____ Date: _____/_____/_____

CHILD'S FULL NAME			
Name child is known by			
Child's date of birth			
Child's age on commencement day		Child's Gender	
Child's address			
Country of birth			
Relevant cultural information to support your child			
Primary language spoken at home			
Does your child identify as:	Aboriginal Yes ☐ No ☐ N/A ☐ **and/or** Torres Strait Islander Yes ☐ No ☐ N/A ☐ **and/or** South Sea Islander Yes ☐ No ☐ N/A ☐		
Religion			
Commencement date	____ / ____ / ____	Year level (please circle)	K P 1 2 3 4 5 6
End date			
Child's Medicare No. (if applic.)		Expiry Date	
Health Care Card No. (if applic.)/Concession Card – copy must be provided	(Please indicate parent/child HCC or Concession Card): Parent ☐ Child ☐		
Name on card			
Valid from (date)			
Expiry date of card			
School your child will be attending after kindy (incl. suburb)/ school your child attends if applic.		**A separate enrolment form is necessary when enrolling children into your chosen preparatory year/school.**	
PARENT/CARER (Full Name)			
Relation to Child		Driver's Licence No. (if applic.)	
Home Phone Number			
Mobile Number			
Email Address			
Address (include suburb & postcode)			
Work Phone Number			
Work Address			
Occupation			
Organisation/Employer			
Primary language spoken			
Nationality			
Religion			
PARENT/CARER (Full Name)			

Relation to Child		Driver's Licence No. (if applic.)	
Home Phone Number			
Mobile Number			
Email Address			
Address (include suburb & postcode)			
Work Phone Number			
Work Address			
Occupation			
Organisation/Employer			
Primary language spoken			
Nationality			
Religion			

PERSON TO RECEIVE ACCOUNTS (ONLY TO BE COMPLETED IF OTHER THAN PARENTS/CARERS LISTED ABOVE)

Mrs ☐	Miss ☐	Ms ☐	Mr ☐	Rev ☐	Dr ☐	Other

Given Name/s:

Surname:

Postal Address:

City:

State: Post Code:

Relationship to child:

The signatories on this Enrolment Form will be responsible for any fees associated with this contractual agreement.

Person authorised to receive a copy of your child's account will be privy to all details listed on your centre/service statement.

CARE ARRANGEMENTS Please attach relevant 'Care Arrangements' documentation (if applicable).

Are there any written arrangements?	Yes ☐ No ☐ N/A ☐ Copy of original provided Yes ☐ No ☐ (N.B. original documents must be sighted by Nominated Supervisor)
Are there any parent orders affecting the child?	Yes ☐ No ☐ N/A ☐ Copy Provided Yes ☐ No ☐ (N.B. original documents must be sighted by Nominated Supervisor)
Is there anyone legally denied access to the child?	Yes ☐ No ☐ N/A ☐ Copy Provided Yes ☐ No ☐ (N.B. original documents must be sighted by Nominated Supervisor)

* The following people are NOT authorised to collect my child (please attach additional names if required):

1._____ 2. _____

* **Please note that parents, as identified on the child's birth certificate, are eligible to collect unless directed otherwise by a Parenting Order** (65DA of the Family Law Act 1975, defines the legal obligations created by a parenting order and the consequences that may follow if it is contravened).

AUTHORISED NOMINEES

Persons authorised to collect your child must be an adult. Alternatively, written authorisation must be provided for a person less than 18 years prior to that person collecting the child. Attach additional contacts as required.

Please tick the relevant boxes to authorise consent for your authorised nominees outlined below:

Authorised Nominee's Name: _____ **Address:** _____ **Ph No:** _____ **Alternate Ph No:** _____ **Relationship to Child:** _____ *Please indicate Yes/No in the relevant boxes for this authorised nominee to authorise consent:*	Yes /No
to collect your child from the centre and to be contacted in an emergency situation.	
to provide authorisation of the administration of medication to your child at the centre, by completing and signing a medical consent form. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to provide authorisation for medical treatment or emergency treatment that may be required for your child - in the centre/service's Terms and Conditions you authorised medical treatment being sought in situations which the centre/service staff consider it impossible or impracticable to communicate with you or your Authorised Nominees. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to authorise an educator taking your child outside the premises (permission forms will be provided for consent for every excursion outside the school campus except for regular outings which only require annual permission)**.**	

Authorised Nominee's Name: _____ **Address:** _____ **Ph No:** _____ **Alternate Ph No:** _____ **Relationship to Child:** _____ *Please indicate Yes/No in the relevant boxes for this authorised nominee to authorise consent:*	Yes /No
to collect your child from the centre and to be contacted in an emergency situation.	
to provide authorisation of the administration of medication to your child at the centre, by completing and signing a medical consent form. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to provide authorisation for medical treatment or emergency treatment that may be required for your child - in the centre/service's Terms and Conditions you authorised medical treatment being sought in situations which the centre/service staff consider it impossible or impracticable to communicate with you or your Authorised Nominees. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to authorise an educator taking your child outside the premises (permission forms will be provided for consent for every excursion outside the school campus except for regular outings which only require annual permission)**.**	

Authorised Nominee's Name: _____ **Address:** _____ **Ph No:** _____ **Alternate Ph No:** _____ **Relationship to Child:** _____ *Please indicate Yes/No in the relevant boxes for this authorised nominee to authorise consent:*	Yes /No
to collect your child from the centre and to be contacted in an emergency situation.	
to provide authorisation of the administration of medication to your child at the centre, by completing and signing a medical consent form. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to provide authorisation for medical treatment or emergency treatment that may be required for your child - in the centre/service's Terms and Conditions you authorised medical treatment being sought in situations which the centre/service staff consider it impossible or impracticable to communicate with you or your Authorised Nominees. (Authorised nominee who will be able to authorise in an emergency situation and give verbal authorisation)	
to authorise an educator taking your child outside the premises (permission forms will be provided for consent for every excursion outside the school campus except for regular outings which only require annual permission)**.**	

IMMUNISATION STATUS

Children attending our centre/service are not required to be immunised to enrol. However, please be aware that if directed by Government Authorities, including Queensland Health, to exclude those children who are unimmunised, full fees will still be incurred during this exclusion period.

OSHC - eligibility for Child Care Subsidy (CCS) and the effect that immunisation status has on that eligibility is determined by Centrelink, not the service/centre.

Is your child fully immunised? Yes ☐ No ☐

*If **YES**, please provide a copy of your child's current immunisation record.*

MEDICAL INFORMATION

Indicate if your child has been affected by or suffers from any of the following? *(Please circle Yes or No)*

Prenatal concerns	Yes / No	Asthma	Yes / No	Glandular fever	Yes / No
Birth concerns	Yes / No	Headaches	Yes / No	Ross River Virus	Yes / No
Postnatal concerns	Yes / No	Acquired Brain Injury	Yes / No	Rheumatic fever	Yes / No
Vision concerns	Yes / No	Unconscious at any time	Yes / No	Eating Disorder	Yes / No
Hearing concerns	Yes / No	Frequent colds	Yes / No	Genetic Condition	Yes / No
Speech concerns	Yes / No	Heart Condition	Yes / No	Anxiety	Yes / No
Allergies	Yes / No	Epilepsy	Yes / No	Oppositional Defiant Disorder	Yes / No
Anaphylaxis	Yes / No	Diabetes	Yes / No	Obsessive Compulsive Disorder	Yes / No
Auditory Processing Difficulties	Yes / No	Developmental Delay	Yes / No	Attention Deficit Hyperactive Disorder	Yes / No
Ear infections	Yes / No	Mental Health Issues	Yes / No	Attention Deficit Disorder	Yes / No
Very high temperatures	Yes / No	Stomach complaints	Yes / No	Other (state below)	Yes / No
If Yes to any of the above, please provide necessary medical information: *Attach a separate sheet if necessary*					

MEDICAL CONSIDERATIONS List any medical alerts, medical/infectious conditions, significant health requirements/surgery, etc.:

_____

_____

ALLERGIES/ANAPHYLAXIS Does your child suffer from any significant allergy? No ☐ Yes ☐ If **Yes** – please specify:

_____

_____

INDIVIDUAL HEALTH/ACTION PLAN Does your child require an individual health or action plan for their medical condition?

No ☐ Yes ☐

_____

If **Yes** – then the family and centre/service must negotiate what is practicable. The individual health/action plan must be signed by an authorised medical practitioner and provided by the family. Otherwise, normal first aid practices will be applied.

MEDICATION Is your child taking any medication regularly? No ☐ Yes ☐

If **Yes** – please specify. A *Medication Consent Form* will be required.

All medication is to be supplied by the family in its original container, bearing the original label and instructions and before the expiry or use by date – with any written instructions provided by a registered medical practitioner.

_____

MEDICATION INFORMATION (OTHER) Any other medication information of which the centre/service should be aware:

_____

DIETARY CONSIDERATIONS Does your child have any dietary requirements?

MEDICAL CONTACT DETAILS

Child's Doctor/medical service (mandatory):	
Address (mandatory):	Phone Number (mandatory):
Child's Dentist (if applic.):	
Address:	Phone Number:
Paediatrician (if applic.):	
Address:	Phone Number:

ADDITIONAL INFORMATION

To support your child at our centre/service we welcome any further information you can provide.

RELIGIOUS OR CULTURAL CONSIDERATIONS Does your family observe any particular religious or cultural practices (including special celebrations/ traditions) that are significant to your child?

_____

SUPPORT INFORMATION Does your child have any identified needs or is there additional information we require to support your child in a smooth transition and access to the program (e.g. toileting, special comforters etc.)?

_____

SPECIALIST AGENCIES (e.g. speech pathologist, occupational therapist, audiologist, optometrist, psychologist etc.) If your child is accessing a specialist agency, please supply any supporting documentation to assist the centre/service in supporting your child to access the program.

_____

FAMILY ENGAGEMENT Please indicate if you would like to contribute to our program and in what way you would like to be involved:

_____

MEDIA CONSENT

a. You give consent for the centre/service to take (or authorise others to take) class photos and centre/service group photos, which may be used in the centre/service newsletter, programming or displays and that, any objection you have to these internal publications must be specifically made in writing to the centre/service.

b. You give consent for the centre/service to take (or authorise others to take) and use photographs, video or sound recordings of your child and any other reproductions or adaptations of my child's likeness ("the material"), either in full or part, in conjunction with any wording or drawings in the following (please circle 'yes' or 'no'):

- ☐ Yes ☐ No External displays e.g. for Schools/ Catholic Education – Diocese of Rockhampton and events
- ☐ Yes ☐ No Promotional material
- ☐ Yes ☐ No Website
- ☐ Yes ☐ No Publicity
- ☐ Yes ☐ No Shared only with authorised personnel on centre/service's online learning management system (OLMS), e.g. *Storypark* for kindergartens; *Seesaw* for OSHC's
  OR
- ☐ Yes ☐ No Shared with other families on centre/service's OLMS (small group and whole class learning stories and events). ***If you do not provide permission in this section, your child will not be included in group photos or whole class photos on OLMS (this means you will not receive these learning stories).***

c. You may withdraw this consent at any time by providing a notice in writing to the centre/service. However, no compensation will be given for any use of the material prior to withdrawal of the consent and the centre/service will not be required to withdraw or cease any active marketing campaign using the material or recall or remove any of the material from any other document, location or instrument where the material is published.

d. You release and indemnify the centre/service from all liability, loss, damage or injury that you or your child may sustain as a result of the publication by the centre/service of any of the material.

APPLICATIONS CONSENT

a. You give consent for the application of the following (please circle 'yes' or 'no'):

- ☐ Yes ☐ No Bandages, including band aids.
- ☐ Yes ☐ No Face Painting
- ☐ Yes ☐ No Sunscreen
- ☐ Yes ☐ No Insect Repellent

TERMS AND CONDITIONS OF ENROLMENT

In accepting an *Offer of Enrolment*, you are consenting to the following *Terms and Conditions,* set out in this document.

1. Ethos & Governance

a. You seek a Catholic Education program for your child. You support the Christian values of the centre/service, and the program that actively espouses and promotes Christian values.

b. You understand that your child is reasonably expected to participate in, and support, centre/service faith experiences and respect the religious principles and practices of the centre/service.

c. The centre/service is operated by the Roman Catholic Trust Corporation for the Diocese of Rockhampton represented by Catholic Education Diocese of Rockhampton, as the Approved Provider. The centre/service Nominated Supervisor has delegated authority by the Approved Provider to accept or reject this enrolment. If accepted, these Terms and Conditions constitute the Terms and Conditions of the child's enrolment.

d. Centre/services are required to have a separate enrolment process to schools.

2. Delivery & Collection

a. You will ensure that you or your Authorised Delegate:
   i. collect your child from the centre/service premises unless prior written arrangements have been made with the Nominated Supervisor.
   ii. sign the child in and out of the centre/service premises in accordance with centre/service legislative requirements.
   iii. the Nominated Supervisor or delegate is authorised to sign your child into the centre/service and sign the child out of the centre/service as necessary to give effect to this Agreement.

b. You acknowledge and confirm that:
   i. the centre/service is not responsible for the child until the child is delivered to and is signed into the centre/service premises in accordance with centre/service's legislative requirements.
   ii. only you may appoint your authorised nominee and such appointments must be made in writing. You will ensure the authorised nominee is an authorised adult (18+ years) unless prior written arrangements have been made with the centre/service.
   iii. you are responsible for ensuring that your authorised nominee list is current and complete. You must immediately notify the centre/service in writing if any authorised nominee is no longer your authorised nominee.
   iv. the centre/service may refuse to allow any person who is not you or your authorised nominee/s to collect your child.
   v. if your child is not collected from the centre/service premises before closing time, the centre/service may require you to pay the late fee as specified in the *Fee Schedule*.

3. Applicant's Obligations

a. You agree:
   i. to notify the centre/service if there is any change in the particulars on the *Enrolment Form* or any other information that you have supplied to the centre/service;
   ii. if there is a change in your role as the child's parent, carer or legal guardian, then you must notify the centre/service as soon as possible and provide any documentation evidencing the change;
   iii. to inform and keep the centre/service informed of any additional needs of your child including any assistance and/or learning support requirements, dietary or health requirements (**prior to accepting the offer of a position at the centre/service and during enrolment at the centre/service**);
   iv. to work in partnership with Catholic Education staff, where adjustments may be required for your child to access the program.
   v. if you are more than one person; to not, unnecessarily involve the centre/service in disputes between yourselves;
   vi. to communicate with the centre/service, its staff, children, parents and other stakeholders in a respectful and courteous manner using appropriate methods of communication; to respect the dignity, confidentiality and rights of the children, families and staff at the centre/service and follow the centre/service's *Parent/Carer Code of Conduct*.
   vii. to support and encourage your child to abide by the centre/service's policies and procedures and all legislative requirements.
   viii. to support and abide by the centre/service's policies and procedures and relevant legislative requirements.
   ix. that the centre/service determines when (within normal centre/service hours), how and who provides the education services to your child.
   x. to support and encourage your child to take part in the centre/service's Catholic faith-based activities and to respect the religious principles and practices of the centre/service.
   xi. to pay for any damage that you or your child may cause on the centre/service premises or centre/service property.

4. Attendance

a. You agree:
   i. that the days and any additional days specified on the Enrolment Form, may not be able to be honoured by the centre/service and that the centre/service is not required to honour the request.
   ii. to comply with the Enrolment and Booking Procedure with respect to cancellations and variations to your child's enrolment, as nominated in the booking/attendance section of the Enrolment Form.
   iii. to pay the fees for your child's enrolled days and any additional sessions commencing on the commencement date and finishing on the expiry date or an earlier termination date of this Agreement (for outside school hours care this also applies to the *Complying Written Agreement – Commonwealth Government*).
   iv. fees are payable for the child's enrolled days/routine days even if the child is absent, for whatever reason (including sickness, pupil free or public holidays).
   v. to notify the centre/service, within a reasonable period, of additional attendances requested for your child before it is required.
   vi. that casual bookings are only offered where places are available on a session by session basis (not available for kindergarten children in outside school hours care programs).
   vii. the centre/service respects a family decision not to immunise their child. However, in the event of authorised Government Agencies (e.g. Queensland Health) excluding unimmunised children from the centre/service, full fees will be charged to the family of the unimmunised child for the duration of the period of exclusion (Commonwealth Government funding conditions apply with regard to OSHC CCS entitlements with regard to immunisation).

5. Term, suspension and termination of this Agreement

a. This Agreement commences on the commencement date specified on acceptance of the enrolment.
b. You may terminate this Agreement by providing two weeks' advance written notice (signed by the parent or carer).
c. Fees will continue for the duration of the notice period.
d. The centre/service may terminate this Agreement immediately if:
   i. you or your child seriously breach this Agreement.
   ii. you or your child are in breach of this Agreement and do not fix the breach of the Agreement within 14 days of receiving a written notice of the breach from the centre/service requiring the breach to be fixed.
   iii. the centre/service first gives you 14 days written notice to terminate the Agreement without cause.
   iv. the Nominated Supervisor, in consultation with the Approved Provider or delegate, deems it necessary, in circumstances including but not limited to, that you or your child harm or have the potential to harm another child or staff member, behaviour that causes offence.
e. The centre/service is not required to refund fees if the Agreement is terminated part way through the Term, though the Nominated Supervisor, in association with the Approved Provider or delegate, may decide otherwise in writing to you.
f. Termination of this Agreement does not affect any rights accrued before termination.

6. Security & Safety

a. You acknowledge, understand and agree that:
   i. the centre/service seeks to maintain a safe learning environment for all children and staff.
   ii. the Nominated Supervisor or delegate, may at any time and without any reason, inspect your child's possessions including but not limited to any bag, electronic device, locker, lunch box.
   iii. the Nominated Supervisor or delegate, may confiscate and retain (and pass to the relevant authorities if necessary) from your child, any articles, materials or personal property that is determined to be illegal, forbidden or dangerous.
   iv. the child's personal property is not insured by the centre/service.

v. the centre/service is not liable for, and you release the centre/service from, any liability, loss or damage to the child's personal property; and
vi. the centre/service may use security/monitoring devices, including sound recording devices, image recording devices and security software on centre/service electronic devices and on the centre/service premises.
vii. in accordance with Privacy Laws, the information on the Application or regarding the child's enrolment may be supplied to you or any parent described on the child's birth certificate (or relevant Government documentation) unless a court order or agreement is provided requiring otherwise.

7. Fees

a. You acknowledge that the centre/service is a charity-based organisation (kindergarten)/ not-for-profit (OSHC) and that all fees received are directed into the operation of the centre/service. All fees are required to be paid on time to ensure the ongoing viability and operation of the centre/service.

b. You must pay the fees using the centre/service's approved payment system.

c. *Fees* means all fees and levies charged by the centre/service pursuant to the Schedule of Fees and any fees charged pursuant to any other agreement in place between the centre/service and you and any fees charged otherwise pursuant to this Agreement.

d. The centre/service may vary the fees provided that:
   i. any change in fees will be notified to you in writing via a method determined by the centre/service acting reasonably, providing 14 days' notice of any change; and
   ii. the change will not be implemented until after the end of the Term in which the notice is given and if notice is given during a centre/service holiday, then the change will not be implemented until after the end of the Term, immediately following the holiday period in which the notice is given.

e. If fees are not paid by the due date for payment, the centre/service (at its election and subject to any debt collection procedures, the centre/service may choose to activate):
   i. may suspend or terminate this Agreement.
   ii. may charge default interest on the outstanding amount at the rate of 10% per annum.
   iii. may charge a reasonable additional fee where fees are paid after the due date to compensate the centre/service for the loss that it has suffered because the fees were not paid by the due date; and
   iv. may charge any legal fees or other costs on a complete indemnity basis incurred by the centre/service in any action taken to recover the fees.

f. Without creating an obligation for the centre/service to do or not do anything, the centre/service acknowledges that the above steps are applied with Christian values, as far as is reasonably viable for the centre/service.

g. If your child is absent during a Term for any reason (including sickness), then there is no concession of the fees for the absence, unless agreed in writing by the Nominated Supervisor in consultation with the Approved Provider or delegate. You may request a concession of fees for absences or early termination of the Agreement during a Term and this may be granted by the Approved Provider or delegate at their complete discretion. Hardship cases will be given careful consideration in these cases.

8. Activities

a. Regular On-Site Activities
   i. You authorise and give permission for your child to participate in any and all activities provided in the centre/service program.
   ii. You acknowledge that:
      1. the centre/service's educational program is displayed at the centre/service and is accessible.
      2. it is your responsibility to be familiar with the educational program.
   iii. You acknowledge that it is your responsibility to advise the centre/service in writing if you do not wish for your child to participate in any activity nominated on the program and in this respect:
      1. the centre/service may offer an alternative activity for your child but is not required to do so.
      2. if it is not reasonable for the centre/service to accommodate the request, the centre/service may require you to keep your child at home or make alternative care arrangements for your child. Fees will still be incurred for an absence pursuant to (10)(a)(iii)(2)
   iv. Off-Site Activities
      1. You consent to and authorise your child to participate in all regular excursions. You acknowledge that the centre/service will ask you to renew this consent annually. If the excursion is a regular outing, the authorisation from you is only required once in a 12-month period.
      2. You acknowledge that an excursion does not include an outing organised by the centre/service on a school site if your child leaves the premises in the company of an educator and does not leave the school site. In this case, you acknowledge there will not be a requirement for specific authorisation from you for your child to access the school, that is co-located on the centre/service site.
      3. For any off-site excursion that is not a regular outing, you acknowledge that the centre/service will seek a specific authorisation from you.
      4. If you do not provide a consent prior to any requested date, your child may be excluded from participating in an off-site excursion and there may not be provisions for alternative educational programs during the off-site excursion. Fees will still be incurred for the absence of permanent/routine bookings pursuant to (10)(a)(iv)(4)

9. Consent from Parents or Carers (as per Court Order/Parenting Order)

a. This clause 11 applies only if there is more than one of you.

b. You agree that the centre/service may act upon the instruction, direction or authority of either of you in regard to any issue regarding your child without obtaining the consent of both of you unless, and to the satisfaction of, the Nominated Supervisor or delegate:

   i. a written consent to do otherwise is provided by both Parents; or

   ii. you both provide conflicting instructions (in which case the Nominated Supervisor in consultation with the Approved Provider or delegate will take no action until a decision is made); or

   iii. a court order directing otherwise is provided to the Nominated Supervisor or delegate.

10. Medical

a. You acknowledge, state and agree:

   i. that the centre/service will observe the exclusion period that meets the intent of the *Public Health Act 2005* for a child to be non-infectious. The centre/service will also adhere to any direction given by the Queensland Public Health Unit with regard to exclusion periods.

   ii. to collect the child, keep the child at home, or provide alternative care arrangements while your child is suffering from any infectious or contagious illness or is deemed unable to cope in a group setting as determined by the Nominated Supervisor or delegate.

   iii. if your child does not have 'Acceptable evidence for specified vaccine preventable diseases', as outlined by Queensland Health, and is directed by the Queensland Public Health Unit, or the Nominated Supervisor or delegate, under the direction of Queensland Health to exclude your child, then all associated centre/service fees will continue to be accrued during this period of exclusion.

   iv. that the centre/service may require a medical clearance or other reasonable evidence be provided before your child is permitted to return to the centre/service.

   v. that, if applicable, your child's Individual Action Plan or Medical Plan, as issued and signed by a medical practitioner or authorised person, will be displayed within the centre/service in order that it can be viewed easily in the event of an emergency.

b. With respect to medications provided on the *Authorisation to Administer Medication Form*:

   i. you authorise the Nominated Supervisor or delegate to administer all medications as provided and directed on the *Authorisation to Administer Medication Form*.

   ii. you state that the information and directions on the *Authorisation to Administer Medication Form* is current and complete.

   iii. if there are any changes to your child's medications or the *Authorisation to Administer Medication Form*, you will immediately advise us of the changes, and the nature of the changes, in writing on the centre/service's *Authorisation to Administer Medication Form*.

   iv. you will only provide medications, and the Nominated Supervisor or delegate will only administer medications to your child, which are in their original containers with the original labels, which clearly states the child's name, dosage, frequency of administration, date of dispensing and expiry date.

   v. you will provide (not through a third party), all medication required for your child as prescribed. Staff will not be responsible for collecting medication from a third party.

   vi. you will advise us, in writing, of the date and time of the child's last dosage to avoid accidental overdosing.

c. If a medical emergency exists, then you consent to and authorise the Nominated Supervisor or delegate, as may be reasonably required, having regard to the nature of the medical emergency, to:

   i. direct a registered medical practitioner, hospital or ambulance to provide any medical treatment, procedure or assistance (including the provision of any anaesthetic or blood transfusion) to your child.

   ii. arrange transportation of your child by an ambulance service.

   iii. to administer any medication as directed by you and if you cannot reasonably be contacted having regard to the circumstances of the medical emergency, as directed by a registered medical practitioner or emergency service.

   iv. if the medical emergency is an anaphylaxis or asthma emergency, to administer medication for treatment of the anaphylaxis or asthma emergency without seeking direction from you or any medical practitioner or emergency service.

   v. the Nominated Supervisor or delegate will, if reasonably possible, attempt to contact you to discuss the medical emergency but you acknowledge that this may not be reasonably possible having regard to the nature of the medical emergency or your availability. In any case, the Nominated Supervisor or delegate will attempt to contact you within a reasonable time following the occurrence of the medical emergency.

d. The consents and authorisations provided in this clause are current at all times your child is at the centre/service, as well as all times that your child is in attendance on the centre/service site or school premises or participating in an excursion.

e. You agree:

   i. to immediately pay all costs and expenses incurred by the centre/service or any other person as a result of taking any action pursuant to this clause 12.

   ii. to be solely responsible for any dental, medical, hospital and other expenses that arise as a result of a medical emergency, injury or illness sustained by your child while he or she participates in any activity at the centre/service or organised by the centre/service except to the extent that the centre/service is negligent.

   iii. you are responsible for obtaining your own health insurances with respect to your child.

iv. you are responsible for obtaining and providing your child's individualised health/action plan, if one is required. It must be signed by an authorised medical practitioner or authorised asthma professional. The centre/service will determine whether the actions outlined in the individualised health/action plan are practicable and reasonable. Consideration will be given as to whether reasonable adjustments can be made to accommodate the individual health needs, provide a safe environment for the child and whether the required adjustments will cause unjustifiable hardship to the centre/service.

11. Privacy

a. The centre/service collects and manages personal information (as defined in the Privacy Laws) about children at the centre/service in accordance with the Catholic Education Diocese of Rockhampton Privacy Policy. The primary purpose of collecting the information is to enable the centre/service to use it for all actions connected with educating and caring for your child.

b. You agree that your personal information and your child's personal information may be used by the centre/service for educational, care and ancillary purposes, unless otherwise reasonably requested by you in writing. This may include the sharing of information about your child to support the smooth transition of your child between Catholic Education centres/services/schools by Catholic Education Diocese of Rockhampton employees. Additionally, disclosure may be reasonably required to facilitate the purpose of this Agreement by the centre/service to other people including people within Catholic Education Diocese of Rockhampton and associated regulatory and government agencies.

c. The ***Standard Collection Notice*** is available at the centre/service and outlines the centre/service's obligations with regard to the confidentiality of records. Your child's information may be stored on a portal accessible to relevant personnel within the Catholic Education Diocese of Rockhampton organisation. This enables relevant school or Catholic Education Office personnel to discuss information pertaining to your child's development and learning.

d. You understand that the person you have authorised to receive a copy of your child's account will be privy to all details listed on your centre/service statement.

12. Indemnity

a. You indemnify the centre/service against:

i. any claim for loss or damage (including legal expenses on a complete indemnity basis) made in connection with this Agreement for breach of contract, tort (including negligence), under statute, in equity or otherwise;

ii. loss of or damage to the centre/service site or the centre/service's property;

iii. claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the centre/service's performance of this Agreement;

b. However, this indemnity shall be reduced proportionally to the extent that a negligent act or omission of the centre/service or its consultants, agents or other service providers (not being employed by the centre/service) contributed to the injury, death, loss or damage.

13. General Matters

a. Except for the express warranties set out in this Agreement and except to the extent that applicable law provides otherwise, the centre/service disclaims all warranties. To the maximum extent permitted by applicable law, all conditions and warranties that would be implied (by statute, general law, custom or otherwise) are expressly excluded.

b. If any condition or warranty is implied into this Agreement under the Competition and Consumer Act (Cth), or under any equivalent legislation; and cannot be excluded; the liability of the centre/service for breach of the condition or warranty is limited to one or more of the following, at the option of centre/service:

i. the supplying of the services again; or

ii. the payment of the cost of having the services supplied again.

c. The centre/service may change these conditions, provided it gives you written notice and that the new conditions take effect at the end of the Term in which the notice is provided, or if notice of the change is provided during a centre/service holiday period, then the new conditions will take effect after the end of the Term following the centre/service holiday period.

d. If you decide to change the terms of the enrolment, including particularly, the parties to the Enrolment Agreement, you understand that those changes may only be agreed with the written consent of the centre/service.

e. You agree that this is an Application for Enrolment that must be signed by you (and if more than one of you, by each of you)

f. You consent to the use of electronic communication with relation to this Agreement, including the submission of this document as an offer, any acceptance by the centre/service of this offer and the performance of any subsequent agreement.

g. This Agreement is governed by the laws of the State of Queensland and the Commonwealth of Australia.

14. Words defined in this Agreement

a. The following words are defined in this Agreement:

i. **You/your** means the person/people named as Applicants in the Application.

ii. **Your Authorised Delegate** means a person who is 18 years or older and who is appointed by you in writing to the satisfaction of the centre/service to carry out the matters that you authorise under this Agreement. In some circumstances the Authorised Delegate may be a person under 18 years but this will only be in negotiation with

the Nominated Supervisor and at their discretion e.g. an older sibling of the child.

iii. **Application** means the Application for Enrolment accompanying these Conditions.

iv. **Agreement** means these Conditions, the Application and any schedules and annexures.

v. **Centre/service** means the kindergarten/outside school hours care service named on the Application.

vi. **Nominated Supervisor** means the persons responsible for the day-to-day management of an approved centre/service. Nominated supervisors have a range of responsibilities under the National Law and National Regulations to carry out obligations under this Agreement.

vii. **Approved Provider** means a person who holds a provider approval;

viii. **Centre/service Premises** means the certified site of the kindergarten/outside school hours care service under the National Law and National Regulations, as described on the Application.

ix. **Conditions** means these Enrolment Agreement conditions.

x. **Policies and Procedures** means the centre/service's policies, procedures which are written, or verbal and are published and varied where a requirement arises. Policies and procedures have been informed by latest research, legislation, Government and Regulatory Authority requirements, Catholic Education Diocese of Rockhampton Policies and Procedures, quality practices in the sector and approved Australian Children's Education and Care Quality Authority (ACECQA) documentation (including Approved Learning Frameworks).

xi. **Privacy Laws** means the *Privacy Act 1988 (Cth)*, the Australian Privacy Principles and any other applicable privacy legislation.

xii. **Personal Information** means personal information as defined by the Privacy Laws.

xiii. **Term** means annually gazetted Catholic Education - Diocese of Rockhampton School Terms.

xiv. **Child** means the person named as the child in the Application.

15. Reading this Agreement

a. Unless the context requires otherwise, these provisions apply when reading this Agreement:

i. a reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Agreement, their substitutes and assigns;

ii. an Agreement on the part of, or in favour of, two or more persons binds, or is for the benefit of and binds them both jointly and severally,

iii. where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning,

iv. a reference to the plural includes a reference to the singular and vice versa, and

v. a reference to a party means a person who is named as a party to this Agreement

16. OSHC Specific Agreement

a. You agree:

i. as part of your enrolment, to confirm acceptance of the items on the *Complying Written Agreement* in order for the centre/service to be able to receive Government funding on your behalf.

ii. that it is your responsibility to complete the registration requirements for Child Care Subsidy through your MyGov account and provide Centrelink with the relevant information. If this information is not provided by you, full fees will be incurred.

iii. if a child does not attend a session for eight continuous weeks, reenrolment with the Commonwealth Government system is required.

b. You acknowledge that:

i. this service is required to register all children enrolled and attending care, through the Department of Education and Training (DET) Child Care Management System (CCSS).

ii. under this system the parent/carer and child CRN (Customer Reference Number) and DOB (date of birth) are the dual validators to enable reduced fees to be charged.

iii. provide information to the service for a fee subsidy from the Commonwealth Government that precisely matches the information submitted to Centrelink. Any discrepancies will lead to the service being unable to process the CCS claim and ensure the appropriate reduction in your fees.

iv. supply separate CRNs on this Application where there is more than one of 'you'. To ensure that you are able to take advantage of the reduction in fees under CCSS, please complete the section below following information and return to the service.

v. it is your responsibility to obtain and update this information.

17. Kindergarten Specific Agreement

a. You acknowledge that:

i. the kindergarten operates for extended hours to accommodate for pupil free days in the 600 hours allocated by the State Government.

ii. Socio-economic Index funding (SEIFA - if applicable for this centre/service) will be provided to support kindergarten fees for children in the kindergarten-age cohort (this subsidy is not available for younger children or children who are kindergarten-age and attend additional days to the prescribed 600 hours per year). Hence, fees are reduced for kindergarten-age children who enrol in the designated five-day per fortnight or extended two day per fortnight program.

iii. KINDERGARTEN FUNDING SUBSIDY: As part of this Agreement, you nominate this centre/service as the primary centre/service who will receive the Kindergarten Funding Scheme Subsidy for your child.

iv. QUEENSLAND KINDERGARTEN FUNDING SCHEME (QKFS) PLUS KINDY SUPPORT SUBSIDY CRITERIA: This subsidy is provided to kindergartens to reduce out-of-pocket expenses for eligible families by providing access to low or no-cost kindergarten programs. Families must comply with criteria outlined in the QKFS Plus Kindy Support requirements to receive this subsidy. If you wish to apply for this subsidy you will provide the centre/service with relevant documentation as evidence of meeting that criterion. This subsidy is not available for younger children or children who are kindergarten-age and attend additional days to the prescribed 600 hours per year. Hence, fees are reduced for kindergarten-age children who enrol in the designated five-day per fortnight or extended two day per fortnight program.

v. when the offer of a placement is accepted, then the Enrolment Application Fee is non-refundable.

vi. the centre/service will follow the *Queensland Kindergarten Funding Scheme - Department of Education* and associated Acts in the placement of children at the centre/service. The Approved Provider has the discretion, in reasonable circumstances, to give priority of access to a child if necessary.

Parent/Carer Name:	
Parent/Carer Signature:	Date: / /
Parent/Carer Name:	
Parent/Carer Signature:	Date: / /

Kindergarten Nominated Supervisor Name & Signature (or delegate):	Date:	___/___ /___

OSHC Nominated Supervisor Name & Signature (or delegate):	Date:	___/___ /___