



## **MLC EARLY LEARNING CENTRE (ELC) TERMS OF ENROLMENT POLICY**

### **THIS POLICY SHOULD BE READ IN CONJUNCTION WITH THE FOLLOWING COLLEGE INFORMATION:**

- Anti-Discrimination Policy
- ELC Enrolment Form
- ELC Expression of Interest Form
- ELC Fees and Charges Brochure
- ELC Handbook
- ELC Holiday Application Form
- ELC Terms of Enrolment Policy
- ELC Withdrawal From Enrolment Form
- Enrolling and Employing People with a Disability Policy
- Privacy Policy

### **RELEVANT LEGISLATION INCLUDES:**

- Education and Care Services National Law (WA) Act 2012
- Education and Care Services National Regulations 2012
- National Quality Standard
- Privacy Act 1988

### **RATIONALE**

By enrolling at the Early Learning Centre (ELC), a facility provided by Methodist Ladies' College, parents agree to be legally bound by the following terms and conditions (the **ELC Terms of Enrolment Policy**).

### **AIMS**

The aims of this Enrolment Policy are:

To clearly articulate the terms and conditions parents are agreeing to upon enrolment.

To ensure parents are aware of their obligations to the College.

## **ELC TERMS OF ENROLMENT POLICY**

### **1. OUR VISION, MISSION AND VALUES**

Methodist Ladies' College is an education provider under the auspices of the Uniting Church. The Early Learning Centre is operated by the College for children aged six months to Pre-Kindergarten.

#### **INSPIRATION AND MOTTO**

*Per Ardua ad Alta*; through striving to the heights.

#### **VISION**

An international leader of holistic learning and teaching.

#### **MISSION**

Mentoring motivated learners to choose purposeful futures.

#### **VALUES**

Integrity - *Seek Truth*

Mastery - *Seek Expertise*

Enterprise - *Seek Resourcefulness*

Justice - *Seek Fairness*

### **2. COMPLYING WITH THE ELC'S REQUIREMENTS OF CHILDREN**

We agree to uphold the rules of the ELC and other requirements as communicated to us from time to time, and we will actively encourage our child to uphold the ELC's standards of behaviour.

#### **PARENTS' SUPPORT FOR THE ELC POLICIES, RULES AND CODES OF BEHAVIOUR**

We agree to support all ELC policies, rules and codes of behaviour and to cooperate with ELC staff in this regard and to support the principles, ethics and aims of the ELC. Where possible, we will participate in the ELC activities for parents.

We agree to comply with all government requirements in relation to the ELC and the services the ELC provides. We understand this includes complying with the Australian Government immunisation requirements.

#### **ATTENDING ELC ACTIVITIES**

We agree to ensure our child attends all required activities of the ELC. We agree that from time to time the ELC may request we consent to activities and actions such as, but not limited to, excursions and events. We will consider and return those permission notes as soon as required by the ELC.

### **3. COMMUNICATION BETWEEN THE ELC AND PARENTS**

#### **ELC COMMUNICATIONS**

We agree that under Australian law, where this is relevant, both parents must receive information from the ELC and be involved in decision-making about their child's education and welfare, unless the courts have ordered otherwise.

We understand the ELC is part of the College community and that, from time to time, we will also receive whole College communications.

We agree that the College will communicate with us from time to time using current contact details supplied on the ELC Enrolment Form and/or as notified to the ELC.

We understand we will be notified by the ELC of any significant changes regarding communication during our child's enrolment.

#### **ADVISING THE ELC OF CHANGES**

We agree to inform the ELC as soon as possible of any matters that could affect our child's participation in the ELC's programme and activities, including health issues or family circumstances.

We agree to advise the ELC immediately of any matter which affects our child attending the ELC, including illness or accident.

We agree to advise the ELC of any changes to our contact details, including residential addresses.

#### **PRIVACY AND USE OF PHOTOGRAPHS AND VIDEO**

We agree that the College and ELC can use the personal information they hold about our child and our family for any lawful activity in keeping with the College's Privacy Policy as updated from time to time.

The College and the ELC will use a child's photo and/or video, in accordance with the permissions obtained at the time of enrolment in the ELC Enrolment Form, for use only in marketing and fundraising material and for educational purposes.

The College's Privacy's Policy can be accessed on the College website, [mlc.wa.edu.au](http://mlc.wa.edu.au).

### **4. MEDICAL MATTERS**

When necessary, and when the ELC requests, we agree to provide current health and medical information that is relevant to our child participating in and attending the ELC and ELC-related activities.

We agree that the ELC reserves the right to send our child home or require that the child is collected from the ELC premises if the child is too ill to remain at the ELC, and that the ELC can decide if this is the case.

We agree that our child will be excluded from care at the ELC premises if he/she has contracted a contagious disease or condition. We understand that our child will be accepted back into the ELC upon provision of a 'clearance certificate' for the child from a medical practitioner.

We understand the ELC may require presentation of a medical certificate and information from our medical practitioner in the event of our child developing a medical condition.

#### **MEDICAL EMERGENCIES**

We agree that in the case of accident or injury, the ELC will attempt to contact us. If we cannot be contacted, medical care and/or ambulance services may be sought and given to our child. We agree to meet any cost incurred.

Should our child need urgent hospital or medical treatment of any nature and the ELC is unable to contact us after making reasonable efforts, we authorise the ELC to obtain ambulance and other emergency assistance. We indemnify the ELC, its employees and agents in respect of such action.

In certain circumstances, we recognise the emergency may be such that the ELC has to take immediate action without contacting us. We indemnify the ELC, its employees and agents in respect of such action.

If our child is in care arrangements, we authorise the Guardian to act for us during an emergency, accident or illness in that period of time.

## **5. EARLY LEARNING CENTRE FEES**

### **PAYING FEES**

We agree to pay the ELC Fees in accordance with the ELC Fees and Charges Brochure.

We agree that if the ELC Fees are not paid within the period specified, then a late-payment fee will be charged. Direct debits returned unpaid are regarded as late payment and will incur the late-payment fee. Parents are liable for costs incurred by the ELC in recovering outstanding amounts.

We agree that fees for public holidays and school holidays are payable if the day is a usual day of attendance and the ELC is open. We are also aware that fees are payable for all enrolled days, including days of absence due to, for example, a family holiday, illness or exclusion periods for infectious conditions.

We understand the ELC will make its best effort to find casual enrolments for anticipated periods of absence. We accept that obtaining a casual replacement may not be possible on many occasions.

We agree to pay a late-collection fee if our child remains in the ELC after closing time.

We agree that our fees are paid through the College electronic fee-management system and that this will be through a government approved/nominated provider. We agree to all relevant contractual requirements with that provider.

We agree that it is our responsibility to maintain a current Australian Government Assessment Notice or Account for child care fee-subsidy purposes and that we will inform the ELC Director immediately should there be any changes.

We agree that if the ELC Fees are not paid in accordance with the ELC Fees and Charges brochure, the ELC Director has the right to suspend or terminate our child's enrolment.

Parents experiencing difficulty in paying fees by the due date should contact the ELC Director well before the due date. A meeting also may be required with the College Finance Manager to discuss alternative arrangements for payment.

### **WITHDRAWING FROM THE ELC AFTER ENROLLING AT THE ELC BUT BEFORE COMMENCEMENT**

We agree that to cancel our child's enrolment at the ELC, we are required to give notice in writing four weeks prior to the date of withdrawal. If four weeks' notice is not received, the holding fee will be retained by the ELC.

### **WITHDRAWING FROM THE ELC AFTER COMMENCEMENT AT THE ELC**

We agree that if we decide to withdraw our child after commencement at the ELC, we will provide four weeks' notice prior to the date of withdrawal. If four weeks' notice is not provided, four weeks' fees will be charged to the fee account from the date of notification.

### **ABSENCE FROM THE ELC FOR AN EXTENDED PERIOD**

We agree that ELC Fees will not be refunded if our child is absent from the ELC for extended periods.

We agree that if we wish our child's place to be held open, we will be liable to continue to pay the Fees.

We also agree that if we do not wish to continue to pay the Fees, our child will be placed on a waitlist and a new offer will be issued if a place becomes available.

### **IF THE ELC ENDS ITS RELATIONSHIP WITH US**

We agree the ELC has the right to require us to remove our child from the ELC if it has been concluded that the necessary relationship of trust and cooperation between us and the ELC is irreparably damaged. We agree that in these circumstances the Fees already paid will not be refunded. If any Fees and associated Charges are still outstanding at the time we remove our child, we agree these Fees will remain payable.

## 6. JOINT AND SEVERAL LIABILITY

We agree and accept that we both, as parents in signing the ELC Enrolment Form and ELC Terms of Enrolment, are jointly and severally liable for paying all ELC Fees and ancillary charges.

We agree that 'joint and several' liability for payment means that both parents are equally liable to pay ELC Fees. Accordingly, if one parent fails to pay the ELC Fees the other parent can be held liable by the ELC, irrespective of any arrangement between the parents or with another person (for example, a grandparent) as to who is to pay. We accept the ELC will not enter into disputes arising from disagreements between parents over liability for paying ELC Fees.

## 7. INDEMNIFYING THE COLLEGE

We agree to indemnify the College against any claim, cost, damage or suit which another party brings against the College arising out of our child failing to comply with the ELC's Terms of Enrolment or any reasonable direction of an ELC employee while at the ELC or travelling to or from the ELC.

## 8. CHANGES TO ELC TERMS OF ENROLMENT

We agree the ELC may amend the ELC Terms of Enrolment from time to time and that any changes will be communicated to us and that the changes will apply from the date on which they are communicated.

We have read and understood the ELC Terms of Enrolment Policy. We agree to be bound by these conditions once our child is enrolled at the ELC.

Signature of Father/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Mother/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_