



# OUT OF SCHOOL HOURS CARE (OSHC) TERMS OF ENROLMENT

## 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 Out of School Hours Care (OSHC), a facility provided by Methodist Ladies' College, parents agree to be legally bound by the following terms and conditions (the **OSHC 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.

## OSHC 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 Out of School Hours Care is operated by the College for children enrolled in Kindergarten to Year 6.

**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 OSHC'S REQUIREMENTS OF CHILDREN

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

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

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

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

## **ATTENDING OSHC ACTIVITIES**

We agree to ensure our child attends all required activities of the OSHC. We agree that from time to time the OSHC 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 OSHC.

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

### **OSHC COMMUNICATIONS**

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

We understand the OSHC 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 OSHC Enrolment Form and/or as notified to the OSHC.

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

### **ADVISING THE OSHC OF CHANGES**

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

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

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

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

We agree that the College and OSHC 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 OSHC will use a child's photo and/or video, in accordance with the permissions obtained at the time of enrolment in the OSHC 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 OSHC requests, we agree to provide current health and medical information that is relevant to our child participating in and attending the OSHC and OSHC-related activities.

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

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

We understand the OSHC 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 OSHC 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 OSHC is unable to contact us after making reasonable efforts, we authorise the OSHC to obtain ambulance and other emergency assistance. We indemnify the OSHC, its employees and agents in respect of such action.

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

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

## **5. OUT OF SCHOOL HOURS CARE FEES**

### **PAYING FEES**

We agree to pay the OSHC Fees in accordance with the OSHC Handbook.

We agree that if the OSHC 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 OSHC in recovering outstanding amounts.

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

We agree that once a casual day has been booked, 24 hours notice must be given for cancellation otherwise fees will be charged.

We agree to pay a late-collection fee if our child remains in the OSHC 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 OSHC Director immediately should there be any changes.

We agree that if the OSHC Fees are not paid in accordance with the OSHC Handbook, the OSHC 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 OSHC Director well before the due date. A meeting also may be required with the College Finance Manager to discuss alternative arrangements for payment.

### **ABSENCE FROM THE OSHC**

We agree that fees are payable for all booked days, unless 24 hours written notice is provided due to absence for example, a family holiday, illness, exclusion periods for infectious conditions or withdrawal from the OSHC.

We are also aware that OSHC Fees will not be refunded if the written notice is not provided 24 hours or more prior to a future booking.

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

We agree that to cancel our child's enrolment at the OSHC, 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 OSHC.

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

We agree that if we decide to withdraw our child after commencement at the OSHC, 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.

We are also aware that if we would like to change our child's final date of attendance at the Centre, we will provide notice in writing, it will be subject to availability and any extra fees incurred will be paid.

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

We agree that OSHC Fees will not be refunded if our child is absent from the OSHC 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 OSHC ENDS ITS RELATIONSHIP WITH US**

We agree the OSHC has the right to require us to remove our child from the OSHC if it has been concluded that the necessary relationship of trust and cooperation between us and the OSHC 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.

### **ENROLLED DAYS**

We agree that a minimum enrolment of two days per week is required in accordance with the OSHC handbook. We also agree that if we would like to change our child's permanent enrolled days, two weeks written notice must be given and it will be subject to availability.

## **6. JOINT AND SEVERAL LIABILITY**

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

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

## **8. CHANGES TO OSHC TERMS OF ENROLMENT**

We agree the OSHC may amend the OSHC 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.