

TERMS OF ENROLMENT

EARLY LEARNING CENTRE (ELC)



MLC
EARLY LEARNING
CENTRE

By enrolling at the Early Learning Centre ('ELC'), a facility provided by Methodist Ladies' College ('College'), we agree that the following terms forms a legally binding contract of enrolment.

COMPLYING WITH THE ELC'S REQUIREMENTS OF CHILDREN

We agree to uphold the rules and policies of the ELC, and any 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 (including the College Parent Code of Conduct) 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.

COMMUNICATION BETWEEN THE ELC AND PARENTS

ELC COMMUNICATIONS

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 program 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 PERSONAL INFORMATION

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

In keeping with the College's Privacy Policy, we agree that our child can be a part of marketing and fundraising material and for educational purposes. We agree that if we do not wish to have our child included in marketing and fundraising material and for educational purposes, we will advise the Director of ELC in writing.

The College's Privacy Policy can be accessed on our website www.mlc.wa.edu.au

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 they are collected if they are too ill to remain at the ELC, in the absolute discretion of the Director of ELC.

We agree to adhere to the ELC Illness and Exclusion Policy which may mean 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 an independent and unrelated medical practitioner.

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 alternative care arrangements 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. We agree to notify the ELC in writing with the full name of the appointed guardian and the relevant dates for which the guardian has been appointed.

EARLY LEARNING CENTRE FEES

PAYING FEES

We agree to pay the ELC fees in accordance with the prevailing 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 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 ELC. We are also aware that fees for school holidays are payable if the day is a usual day of attendance and the ELC 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 the late-collection fee as set out in the prevailing ELC Fees and Charges Brochure 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 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.

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.

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 ELC FOR AN EXTENDED PERIOD

We agree that fees for days which fall on a public holiday will not be charged if that day is a usual day of attendance. Fees are charged for all other enrolled days, including days of absence due to, for example, a family holiday, illness, or exclusion periods for infectious conditions. We are also aware that for planned absences of less than two weeks, notice must be given in writing (e.g. via OWINA app, email or via the Holiday Application Form) to the ELC, two weeks prior to the first date of absence. We understand that no discount will be applied for absences of less than two weeks. For extended absences of two weeks or more, notice must be given in writing (e.g. via OWINA app, email or via the Holiday Application Form) to the ELC, four weeks prior to the first date of absence. A 50 per cent discount will be applied for all days absent that are for two weeks or more. The discount will only apply if fees continue to be paid two weeks in advance, as detailed in this ELC Fees and Charges brochure.

We understand should the above process not be followed, 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.

We agree that if we are claiming Child Care Subsidy, we will contact Centrelink prior to informing the ELC of an extended period of absence and understand that Centrelink might cease paying our entitlements to the Centre and that we will be liable to pay our fees in full if this occurs.

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.

ENROLLED DAYS

We agree that a minimum enrolment of two days per week is required in accordance with the ELC 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.

JOINT AND SEVERAL LIABILITY

We agree and accept that we both, as parents accepting the Enrolment Offer and agreeing to these 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.

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.

CHANGES TO ELC TERMS OF ENROLMENT

The ELC reserves the right to amend these ELC Terms of Enrolment from time to time and that any changes will be communicated to the ELC community and will apply from the date on which they are communicated.

We have read and understood these ELC Terms of Enrolment and the Methodist Ladies' College Parent Code of Conduct. We agree to be bound by these conditions once our child is enrolled at the ELC.

_____ Name of Parent 1/Guardian	_____ Signature	_____ Date
_____ Name of Parent 2/Guardian	_____ Signature	_____ Date
_____ Full Name of Child		