TERMS AND CONDITIONS OF WAITLIST AND ENROLMENT

Only About Children

Enrolment Form details

1. I confirm that:
   - I am the/a person with the care, custody and control of the child nominated on the Enrolment Form (my **Child**); and
   - the details provided on the Enrolment Form for my Child are all true and correct.
2. I understand and acknowledge that:
   - Only About Children will record attendance details for each session of care provided for my Child and submit these regularly to Services Australia using the CRN and CCS claimant details I have provided; and
   - if I provide incorrect details, Only About Children is not required to submit or resubmit to Services Australia any attendance data in respect of my Child.

Child Care

3. I delegate the custody and control of my Child to Only About Children whilst Only About Children is caring for my Child and agree to accept the Employees and facilities that Only About Children provide to care for my Child.
4. I acknowledge that, although Only About Children warrants that it will, at all times and to the best of its ability, use all reasonable care in respect of my Child, there are inherent and unforeseeable dangers and difficulties in providing the Services and Only About Children cannot guarantee the wellbeing of my Child at all times.
5. In emergency circumstances which do not allow Only About Children to consult or seek to consult with a parent or guardian, I authorise Only About Children to take any action it considers reasonably necessary, appropriate or in the best interests of my Child in the circumstances to protect my Child or any other child at a Campus or otherwise under its care or control.
6. I understand that Only About Children has mandatory reporting obligations under law. Only About Children staff must report suspicions of harm or risk of harm in the best interest of my Child. Only About Children's internal team will assess any reports and identify whether Only About Children must report or notify any authority in compliance with its reporting obligations.

Medical acknowledgements and consents

7. I accept that a decision of Only About Children that my Child is unfit to attend or to remain at a Campus, is final and I agree to ensure my Child is collected promptly after being informed of such a decision.

8. I acknowledge and agree that it is my responsibility to advise Only About Children of any medication taken by my Child prior to arrival, upon placing my Child into Only About Children's care.

9. I acknowledge that in the event of an outbreak of a vaccine-preventable disease at a Campus, Only About Children may be required to notify the relevant state government's health department (Department of Health) of any children in that Campus that have not been fully immunised. If my Child is not fully immunised my Child may be excluded from attending the Campus for such time as the Department of Health determines.

10. I accept that if my Child has a contagious illness, I will not return my Child to the Campus until:

    - Only About Children advises me that my Child may return to the Campus; or
    - Only About Children has been provided with medical certificate from a registered medical practitioner confirming my Child is no longer contagious.

11. I consent to first aid being administered to my Child by any person who is the holder of a current first aid certificate or is a registered nurse.

12. If my Child's temperature is at or above 38.5^{o}C and Only About Children is unable to contact me, or any person listed on my Child's Enrolment Form as being authorised to provide medical consent, within a reasonable time, I permit Only About Children to administer paracetamol to my Child in accordance with the dosage recommendations of the manufacturer.

13. In the event of any illness or injury to my Child whilst my Child is in the care, custody or control of Only About Children, and if in the opinion of Only About Children it is necessary to do so, I authorise Only About Children to seek urgent:

    - medical or dental treatment from the registered medical practitioner on my Child's Enrolment Form, from another registered medical practitioner or from a hospital or ambulance service;
    - assistance from any person nominated on my Child's Enrolment Form; and/or ambulance transportation.

    I acknowledge Only About Children will inform me as soon as possible about the nature of the illness or injury to my Child.

14. I understand and accept that an Employee can only administer medication to my Child if:

    - The medication has been authorised by my Child's parent or guardian and, where required, a registered medical practitioner; and
    - the details of the medication and its administration have been accurately recorded in a Medication Authorisation Form.

15. I understand and agree that it is my responsibility to inform Only About Children in writing of any medical conditions or allergies affecting my Child, or any changes to these, and to provide:

    - an up-to-date written medical action plan or management instructions issued by a medical professional; and
    - any medication required.

    I further acknowledge that it is my responsibility to provide Only About Children with replacement medication. Only About Children will notify me prior to the expiry or usage completion of my Child's medication to allow me sufficient time to replace my Child's medication. I acknowledge that should I fail to replace my Child's medication, my Child may be excluded from attending at the Campus if the required medications are not available.

16. I agree to reimburse Only About Children for any charges, costs or expenses incurred by it in obtaining any medical, hospital or related treatment for my Child.

17. I authorise Only About Children to apply:

    - an SPF30+ sunscreen to all unprotected areas of skin on my Child as necessary; and/or
    - non-prescription insect repellent, nappy rash cream, moisturiser and/or teething gel to my Child as necessary;

    unless I have expressly prohibited such application in writing.

18. I authorise Only About Children to respectfully check my Child's head if it is concerned about the presence of head lice.

19. I agree to provide to Only About Children upon enrolment, and if there are any changes or updates, upon request, a copy of my Child's current immunisation statement from the Australian Immunisation Register available through Medicare.

Other Authorisations

20. I consent to Only About Children taking my Child on local excursions which do not include any type of transportation or the crossing of main roads.

21. I acknowledge that Only About Children provides, or brings third party service providers onto the Campus, to provide activities or programs that Only About Children consider to be in the interests of my Child. I consent to my Child's participation in these activities or programs.

22. I acknowledge that Only About Children uses StoryPark or Xplor as its parent application. I consent to Only About Children creating or utilising an existing profile for my Child in Storypark or Xplor (or such other integrated childcare management solution utilised by Only About Children which provides parents and Only About Children's authorised personnel with exclusive access via an online application to their child's care and learning experience and development progress) and uploading content about my Child to that parent application. I acknowledge that this content shall include, but is not limited to, information

about my Child's activities and interactions being published with or without the use of an accompanying photograph.

23. I consent to my Child being photographed and/or filmed at a Campus or while in the care of Only About Children and any resulting images, together with my Child's first name and information about my Child's activities and interactions, being used by Only About Children in connection with the Services, including for:

    - display in a Campus or use in connection with Campus activities, programming, staff training and student assessments;
    - keeping records of my Child's Campus activities including artwork (whether done in a group or individually);
    - recording dietary or allergy information or for other health or wellbeing purposes; and/or
    - publication on parent applications (such as Storypark);

    but excluding any use for marketing or promotional purposes, for which specific consent will be sought.

24. I acknowledge that Only About Children may operate closed circuit television systems (CCTV) at the Campus for the following reasons:

    - to assure the security and safety of Employees, children and visitors to the Campus;
    - to support incident reporting;
    - staff training; and
    - as a deterrent against crime,

    and by accepting these Terms, I acknowledge that I have been given adequate notice of any intended use of CCTV at the Campus. I understand that personal information collected by CCTV devices will be handled in accordance with Only About Children's privacy policy which is accessible on the Only About Children website.

25. I consent to my Child being collected from or brought to the Campus by any person listed in the 'Authority to Collect' or 'Additional Contacts' sections of the Enrolment Form, even if I have not given prior advice of such collection and agree to advise Campus Employees if my Child is to be collected by any other person.

26. I acknowledge that Only About Children may require any person collecting my Child to be introduced to the appropriate Employees and provide photo identification prior to my Child being released to them.

27. I acknowledge where contact with listed parent(s) cannot be established, Only About Children may rely on the instructions of the authorised additional contacts that I have listed in the Enrolment Form. I also acknowledge and authorise that the additional contacts can provide consent in medical and/or emergency situations, for excursions and/or to collect my child, as specified in the Enrolment Form. I further acknowledge that I am required to ensure that the listed additional contacts are up to date.

28. I consent to my Child participating in Only About Children emergency and evacuation procedures to the Campus' designated assembly areas, in line with

Only About Children's obligations under the Education and Care Services National Regulations.

Enrolment Term

29. Subject to the provisions of clause 46, I agree that my Child's enrolment with Only About Children (and my obligation to pay the Childcare Fees in full for the Booked Days):
    - starts on the Commencement Date; and
    - continues until terminated in accordance with these Terms.
30. I acknowledge that it is a condition of my Child's Standard Enrolment that they attend a minimum of 2 Booked Days per week and that this includes either a Monday or a Friday.
31. I understand and agree that:
    - my Child is enrolled in the designated Room; and
    - the opportunity to transition to the next age group Room will be offered to my Child based on availability over time and otherwise at Only About Children's discretion.

Fees and charges

Enrolment Fee

32. I acknowledge that an Enrolment Fee is payable by me to Only About Children in relation to my Child's enrolment and that this fee is a non-refundable administration charge and will not be offset against the Childcare Fees payable for my Child.

Childcare Fees

33. I agree to pay the Childcare Fees in accordance with these Terms.
34. Childcare Fees are charged weekly, two weeks in advance. If I fail to pay the Childcare Fees on time, Only About Children will contact me and provide me with reasonable opportunities to remedy this failure. I acknowledge that if despite this, I continue to fail to pay the Childcare Fees on time, Only About Children may cease to provide the Services to, and/or terminate the enrolment of, my Child.
35. I acknowledge that the Childcare Fees for Standard Enrolment are determined and set by Only About Children at its discretion and are payable in respect of public holidays (subject always to OAC's discretionary policies, including the Public Holiday Swap Days policy) and when my Child is absent for any reason.
36. Only About Children will provide me with at least 3 weeks' notice if my Childcare Fees will increase.
37. I agree that if I book an OAC Extra Day or an OAC Flexi Day for my Child, a minimum of 48 hours' notice is required for cancelling such a booking and if I provide less than this period of notice, I will be liable to pay the full OAC Extra

Day Fee or OAC Flexi Day Fee (as the case may be) for that booking regardless of my Child's non-attendance.

38. I acknowledge that all OAC Flexi Day Fees must be paid in advance as directed by Only About Children.

39. I agree that if my Child is collected late from a Campus, at the end of the day or the end of a session in relation to OAC Flexi Days, I may be charged a Late Collection Fee.

Payments

40. I acknowledge that Only About Children has engaged Debitsuccess Pty Limited to facilitate my payment of Childcare Fees. I acknowledge that to receive the Services, I must sign a direct debit request authorisation form with Debitsuccess Pty Limited.

41. I further acknowledge that pursuant to the terms of my direct debit agreement with Debitsuccess Pty Ltd, I may be liable for fees of up to $14.95 for each unsuccessful payment.

Termination of Services

42. I agree to give Only About Children notice of my intention to terminate the Services in respect of my Child in the following manner:

    For Standard Enrolment

    - I will give at least 4 weeks written notice; and

    For OAC Flexi Day Enrolment

    - I will provide at least 48 hours written notice,

    each, as applicable, a **Notice Period**.

43. As a **Notice Period**, I agree to give Only About Children at least 2 weeks prior written notice of my intention to alter my Child's number of Booked Days (acknowledging that proposed reductions are subject to clause 42 and increases subject to availability).

44. Where my Child is yet to commence care, I agree to give Only About Children notice in the following manner:

    For cancellations

    - I will give at least 1 weeks written notice and

    To defer my Child's Commencement Date

    - I will give at least 1 weeks written notice,

    each, as applicable, a **Notice Period**.

45. I acknowledge and agree that where my Child is yet to commence care and I elect to defer my Child's Commencement Date, Only About Children may hold any Childcare Fees I have paid in advance as a credit on my account.

46. I acknowledge and agree that if I give Only About Children less than the required Notice Period, I will be obliged to pay Only About Children an amount equivalent to the relevant Notice Period's worth of gross Childcare Fees (excluding CCS, Additional Child Care Subsidy or "third party payers") that I would otherwise owe to Only About Children based on my use of the Services (and my Booked Days) at the time of giving notice.

47. I acknowledge that:

    - From 5 August 2024, any changes to my account billing details must be advised to, and formalised by 12.00 pm on the Monday before my Child's billing day and that any changes requested after this time may not be implemented before the next billing day; and
    - the completion of a new credit card or direct bank debit form is required before any changes can be made to my account billing details.

No solicitation of staff

48. I will not offer to employ or engage or procure or seek to procure the services of any Employee of Only About Children during my Child's enrolment and for a period of 12 months after my Child's enrolment ends.

Privacy

49. I acknowledge that Only About Children:

    - collects personal information (including sensitive information) in relation to provision of the Services and for invoicing; and
    - may disclose this personal information to its associated companies (including Storypark), to credit reporting agencies and other third parties such as debt collection agencies as required.

50. I confirm that I am aware of Only About Children's privacy policy which is accessible on the Only About Children website.

Behaviour of Parents/Guardians

51. I agree that I have a responsibility to treat all Only About Children team members with respect, and I always agree to behave appropriately when dealing with any Employee. Swearing, raised voices and rudeness directed at team members will not be tolerated and I understand my Child's enrolment may be terminated if I breach this provision.

52. I acknowledge the personal and sensitive nature and context of the Services and information provided in relation to the Services and agree to keep, and ensure that others keep, all correspondence, documents and/or other information provided to me by Only About Children or in relation to the Services confidential.

53. I acknowledge that through parent applications (such as Storypark) I may be privy to information and photos of other children in Only About Children's care. I acknowledge this may be considered personal and sensitive information about

other children. I must not post, republish, reproduce or communicate content of or about other children on or through any other platform, forum or medium unless I have the consent of the child's parents to do so.

54. I understand that Only About Children can choose not to accept my Child into care if:

    - any of these Terms are breached; or
    - Only About Children believes it is unable to adequately care for my Child due to any special, medical or behavioural needs.

55. Only About Children reserves the right to terminate, without notice, the Services in respect of my Child if it believes (in its absolute discretion) that to do so is in the best interests of:

    - the Child,
    - other children in that Campus,
    - the Employees; or
    - the business operations or reputation of Only About Children.

56. Only About Children reserves the right to refuse entry to any of its Campuses to anyone for any reason and at any time.

Amendments

57. I accept that Only About Children may change these Terms without notice to me provided that the updated Terms are made available here.

58. If changes to the Terms would reasonably be expected to be material, I will be given reasonable notice before such changes apply.

Governing law

59. The laws of the State where the Child is enrolled apply to these Terms and any services provided by Only About Children.

Glossary

Booked Days means the days on which a child is booked per week under a Standard Enrolment to regularly receive the Services at a Campus as set out in the Enrolment Confirmation.

Campus means a premises or location managed or controlled by Only About Children from which it provides the Services.

CCS means the government approved childcare subsidy.

Childcare Fees means the fees that Only About Children determines are payable for a child's enrolment at a Campus and include fees payable for Booked Days, Oac Extra Days and/or Oac Flexi Days (and where applicable means the aggregate of these fees over time).

Commencement Date means the date on which a child's enrolment starts as set out in that child's Enrolment Confirmation.

CRN means a customer reference number from Centrelink.

Employee means any employee, servant, contractor or agent of Only About Children or any other person attending at a Campus with the permission of Only About Children in relation to the provision of the Services.

Enrolment Confirmation means the correspondence sent to a child's parent or guardian by Only About Children, confirming the Commencement Date, Room, Booked Days (as applicable), Childcare Fees and other terms and conditions upon which that child is enrolled at a Campus.

Enrolment Fee means a non-refundable fee payable to Only About Children upon acceptance of a child's offer of enrolment.

Enrolment Form means the Only About Children enrolment form completed in relation to my Child's enrolment at a Campus.

Late Collection Fee means the additional fee charged by Only About Children in the event my Child is collected late from a Campus and is calculated as $20 plus

$15: 1-15mins	$30: 16-30mins	$45: 31-45mins	$60: 46-60mins

Medication Authorisation Form means the form described as such and completed and signed as part of the enrolment process for a child.

Notice Period has the meaning given in clause 42.

OAC Extra Day means a day on which a child under a Standard Enrolment attends a Campus and receives the Services that falls outside the child's Booked Days or other structured enrolment schedule (as may be arranged with Only About Children from time to time).

OAC Extra Day Fee means the fee that Only About Children determines is payable for an OAC Extra Day attendance by a child.

OAC Flexi Day means a day (which may be a full day or sessional) on which a child attends a Campus under an OAC Flexi Day Enrolment.

OAC Flexi Day Enrolment means a child's enrolment to attend a Campus on OAC Flexi Days only.

OAC Flexi Day Fee means the fee that Only About Children determines is payable for an OAC Flexi Day attendance by a child.

OAC's Public Holiday Swap Days Policy means the discretionary swap days policy in force during my Child's Standard Enrolment.

Only About Children means Only About Children Pty Limited ACN 107 666 624 and/or any associated entity that manages or operates a Campus or provides Services and where the context requires includes its Employees.

Room means the room in which the child is booked to receive the Services as set out in the Enrolment Confirmation.

Services means services in relation to the education, development, care and well-being of children and related services provided at or by means of a Campus.

Standard Enrolment means a child's enrolment to attend a Campus on Booked Days or following another structured enrolment schedule (as may be arranged with Only About Children from time to time).

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.