

Terms and Conditions



By enrolling your child in Nanyima, you agree to be bound by all the T&Cs listed below.

A. OUR SERVICES

1. Our service information and policies and procedures can be downloaded from our website: <http://www.nanyima.com.au/>
2. If you need more information about the Nanyima Centre or would like to discuss any matters relating to our Service, please do not hesitate to call or email us at info@nanyima.com.au or 02 9955 9509.

B. YOUR INFORMATION & AUTHORISATIONS

1. You confirm that: (a) you are the parent or legal guardian of the registered child, (b) all information provided to Nanyima for the registered child (including medical information, medications, contact persons and persons authorised to collect the child) is accurate and complete in all respects and will be promptly updated by you as and when required.
2. You give permission for the registered child to participate in all Nanyima program activities included in the Service, on the days on which the child is registered, including watching occasional G rated videos/movies.
3. You authorise Nanyima staff and representatives:
 - (a) to consult with the registered child's School regarding any behavioural or medical management issues in order to provide consistency and enhance the care provided for your child.
 - (b) in the event of accident or illness, to administer appropriate first aid, and to obtain all necessary medical assistance and treatment for your child, including ambulance transportation, and agree to meet any expense for such medical assistance and treatment.
 - (c) to apply sunscreen to your child, if you do not provide such.

C. YOUR FEES AND FINANCIAL OBLIGATIONS

1. You must pay all Nanyima accounts by the due date for payment via direct debit from a bank account or by credit card (Visa and Mastercard only). Fees and charges for Nanyima Services are subject to change. Please refer to our website www.nanyima.com.au for up to date fees and fee policy.
2. You consent to Nanyima's direct debiting from your bank account or credit card (Visa/Mastercard only), all fees that you incur by using a Service.

Before and After Care: Fees are processed fortnightly on a Thursday.

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3. All payments to Nanyima are deducted via Debit Success. You will incur DebitSuccess processing fees charged by DebitSuccess, which is an external payment provider. The fees and charges applied by DebitSuccess are not charged by Nanyima. DebitSuccess fees are:

1. Direct Debit (Bank Account): No Surcharge
2. Credit Card (Visa Mastercard): 2.35% inc GST
3. AMEX: 4.40% inc GST

4. If payment of fees does not occur by the due date, your account may be suspended, and your bookings cancelled. If non-payment of fees continues then the debt will be referred to a collection agency, and any associated costs involved with using such agency will be at your expense. If your payment is declined for your designated account, then a \$19.95 dishonour fee will be charged by DebitSuccess. Nanyima reserves the right to cancel your booking if you have two consecutive failed payments.

5. Additional fees and charges are payable by you in the following situations:

(a) if the registered child is not collected from the Service by the advertised closing time, \$20 per 15 minutes per child will be charged.

(b) if the registered child incurs charges or expenses as a result of medical assistance and treatment provided for your child while at the Service.

(c) if you have any outstanding debt for Services.

D. CHILD CARE SUBSIDY

1. You are responsible for providing Centrelink with all relevant information to be eligible to claim the Child Care Subsidy. If you have any questions relating to your Centrelink benefits or entitlements, you must contact the Department of Human Services – Family Assistance Office on [13 61 50](tel:136150).

2. If you intend to claim any subsidy for Nanyima's Services, it is your responsibility to supply Nanyima with correct CRNs (which differ between parents and individual children), dates of birth and names via the Xplor Home App. This information must match the information given to the Family Assistance Office and be provided to Nanyima before your child's attendance at the Service. All information you provide to Nanyima regarding entitlement to Child Care Subsidy must be correct, up to date and consistent with the information you provide to Centrelink. Until Nanyima can verify your entitlement to Child Care Subsidy, you are responsible for paying full fees and charges for use of the Service.

3. Complying Written Agreement (CWA) – to receive your Child Care Subsidy via your Centrelink account – Once you have placed your bookings with Nanyima it is your responsibility to confirm your Complying Written Agreement – CWA via your MyGov account more information on what a CWA is can be found at: <https://www.humanservices.gov.au/individuals/services/centrelink/child-care-subsidy>

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3. The Nanyima Service is a fully approved service for Centrelink purposes and will submit the registered child's attendances to Centrelink every Friday.

4. In accordance with family assistance law regarding CCS, Nanyima can only resubmit attendances up to a maximum of 28 days from the registered child's attendance.

E. YOUR CHILD'S PARTICIPATION

1. It is your responsibility to have the registered child signed into and out of the Service on arrival and departure each day that they attend, and to notify Nanyima staff if the child is absent on a day that they are booked to attend the Service. Nanyima staff are not responsible for the registered child until they are signed into the Service and are not responsible for the child after they have been signed out of the Service, by you or your authorised representative.

2. If the registered child does not meet the Nanyima policies for standards of behaviour or otherwise demonstrates inappropriate behaviour after guidance procedures have been implemented, Nanyima reserves the right to suspend the child's enrolment for a notified period or to exclude the child permanently from the Service. When requested by Nanyima staff, you will immediately make arrangements to collect from the Service a registered child who has been suspended or excluded.

3. You will ensure that the registered child will not attend the Service if they are suffering from an infectious or communicable disease as identified by the [NSW Health](#). Nanyima staff will not accept a child at the Service if it appears to them that the child is suffering from an infectious or communicable disease, or in the opinion of the Nanyima staff is too unwell to attend the Service.

4. When requested by Nanyima staff, you will immediately make arrangements to collect from the Service a registered child who in the opinion of Nanyima staff is suffering from an infectious or communicable disease or is too unwell to continue participating in the Service. You will not bring the child back to the Service until 24 hours after the illness or disease has passed, or as per the exclusion period listed by the Department of Health, or until you have produced the required medical certificate, if one has been requested by Nanyima staff.

5. If the registered child is subject to suspension or exclusion from the Service or is withdrawn from the Service due to medical reasons, Nanyima may disclose the child's name and reasons for the suspension or exclusion to persons in control of the school at which the Service is operated.

F. IF YOUR CHILD HAS AN ADDITIONAL/MEDICAL NEED

2. If the registered child has a medical condition, dietary requirement or any other additional need, you are responsible for providing an Action Plan and supporting documentation to Nanyima, before the child's first attendance at the Service.

3. You must provide all necessary medication to the Nanyima staff if the registered child has a medical Action Plan that requires medication to be administered.

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3. If the registered child has a medical action plan, you are required to complete a Risk Minimisation Plan and a Communication Plan with the person in day to day charge prior to the child first attending the Service, as per government legislation.

G. INJURIES AND PROPERTY DAMAGE

1. To the extent permitted by law, Nanyima is not liable, and you indemnify Nanyima (including its directors, officers and employees), for any personal injury, property damage, loss of or damage to personal items (such as spectacles, jewellery and electronic devices), or any other loss, due to any cause whatsoever, which is sustained by the registered child or their parent or guardian, as a result of attendance at the Service (including excursions), unless the injury, damage or loss was caused by the proven negligence of Nanyima, its directors or employees.

2. You indemnify Nanyima (including its directors, officers and employees) against all costs, expenses or liability incurred as a result of any injury to any other child, Nanyima staff or any other person, or any loss or damage to property, which is caused by the registered child.

I. BEFORE AND AFTER SCHOOL CARE SERVICES – ADDITIONAL T&Cs

CHANGES IN T&CS

Due to changing government regulations, and our constant enhancement of the Services, we may need to amend terms and conditions from time to time. If we do, we will notify you of any amendments, and you shall have the right to cancel your account without charge if you do not accept any such amendments. Cancellation will be effective from the date that you notify us.