

Nanyima Vacation Care Terms & Conditions

Please read these terms and conditions of use ("Terms") carefully before using our Vacation Care service. By placing a booking for Vacation Care, you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access the Vacation Care service.

Registration

Children must be enrolled at the Nanyima Centre ('Nanyima') to be able to book into the Vacation Care program. This enrolment process only needs to occur the first time the child uses Nanyima.

Bookings

Bookings for our Vacation Care program will open three weeks prior to the start of the school holiday period and close one week prior to the start of the school holiday period. All bookings are made using the Xplor Home App.

All Vacation Care bookings are subject to availability and spaces are assigned on a first come, first served basis.

Nanyima reserves the right to review bookings received through Xplor and to cancel bookings where families have monies owing from previous holidays or where we are unable to meet the needs of all children booked in on a particular day with the resources available.

Children must have completed their first term at primary school to attend Vacation Care.

Fees & Payments

The Vacation Care daily fee is \$70 per child. Payment is via direct debit from your nominated bank account or credit card in the next regular direct debit run. Please ensure that you have sufficient funds in your nominated account as fees apply where direct debits are rejected.

Child Care Subsidy (CCS) will be applied to this fee for families who are eligible.

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.

Cancellations

There are no cancellations, refunds, credits or transfers once your booking has been processed.

While we will always use our best efforts to provide the program as advertised, activities may be rescheduled, cancelled or replaced for any reason. Cancellation of a booking for a change in the program will not be accepted.

Late Pick Up Fee

Children who are collected after 6pm from Vacation Care will be charged a Late Pick-up Fee of \$20 per 15 minutes.

Infection Control

Children and staff must not attend the service if they are suffering from an infectious or communicable disease as identified by NSW Health. Nanyima will not accept a child if it appears to Nanyima staff that they are suffering from an infectious or communicable disease or, in the opinion of Nanyima staff, is too unwell to attend Vacation Care.

As recommended by NSW Health, children and staff must not attend the service if they are sick with influenza/cold-like symptoms, even if they are mild. If a staff member or child becomes ill while they are at the service, they will be asked to go home immediately.

Medical treatment consent

By booking your child into Vacation Care you give consent for Nanyima to seek (i) medical treatment for your child from a registered medical practitioner, hospital or ambulance service (ii) transportation of the child by an ambulance service. You understand that you are responsible for any costs incurred.

In the event of an emergency, Nanyima will make all reasonable attempts to contact the enrolling parent, or any other nominated emergency contact. Should attempts to reach emergency contacts fail, parents are advised that under clause 174 of the *Children's and Young Persons (Care and Protection) Act 1998*, a medical practitioner or dentist is empowered to carry out treatment on your child in order to save his or her life or to prevent serious damage to his or her health.

Injury or Loss to Person or Personal Property

Whilst every care and precaution will be taken, Nanyima and its staff are not responsible for any injury to your child, or damage to or loss of your child's possessions, whilst at the Centre or on an excursion.

General Consent

By booking your child/ren into Vacation Care you hereby give consent for the child/ren booked into the Vacation Care program to attend the prescribed activities/ excursions on the days they have been booked in.

By booking your child/ren into a day involving an excursion, you hereby give consent for your child/ren to leave the premises where Vacation Care is usually provided and travel to and/or from the excursion the advertised mode of transport.

You give permission for your child/ren to participate in fire, evacuation and lockdown exercises.

You give permission for Nanyima staff to apply or direct your child/ren to apply the centre's sunscreen unless I provide my own sunscreen.

You acknowledge that during your child/ren's participation in the prescribed activities the child/ren will be exposed to the obvious risks associated with such activities.

You indemnify Nanyima, its officers, employees and agents and keep them indemnified from and against all claims, demands, actions and liabilities of any kind (other than due to wilful negligence) arising from your child/ren's participation in Vacation Care.

You acknowledge that G and PG rated movies may be shown at the centre or on excursions.

You declare that the information provided in the Xplor enrolment is correct to the best of your knowledge.

Changes

Nanyima reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use Vacation Care after those revisions become effective, you agree to be bound by the revised terms.