

# Your Written Arrangement with Goodstart

## Routine sessions of care

- 1 Goodstart will provide care to your Child for the Routine Sessions from the Start Date.
- 2 Goodstart may change the session period and/or Session Times, from time to time, by providing you with at least 14 days' notice.

## Casual sessions of care

- 3 You may request Casual Sessions from time to time.
- 4 Goodstart may agree to provide care to your Child for any Casual Sessions that you request, at Goodstart's absolute discretion.
- 5 You may cancel an Approved Casual Session by providing at least 72 hours' prior notice to Goodstart.

## Fees and charges

- 6 You agree to pay to Goodstart all Child Care Fees (as directed by Goodstart) for the Booked Sessions from the Start Date until the End Date.
- 7 If you drop off your Child before, or collect your Child after, any applicable Grace Period, you agree to pay the following early/late administrative charges to Goodstart:
  - a \$5 per 30 minutes (or part thereof) for any period outside the Grace Period that is within the usual operating hours of the Centre
- 8 You acknowledge that the above early/late administrative charges are not fees or charges for the provision of additional care and you are not entitled to any Child Care Subsidy in relation to this charge.
- 9 You may be entitled to a holiday discount in accordance with Goodstart's holiday discount terms published on its website from time to time.
- 10 You acknowledge receipt of the Fee Schedule which is subject to change. Goodstart may change its fees and charges structure and holiday discount policy (including, without limitation, introduce new fees and charges, Child Care Fees, the early/late administrative charges, and any other fees and charges payable under this Written Arrangement) from time to time by providing at least 14 days' written notice to you.
- 11 You acknowledge that, notwithstanding any term of this Written Arrangement:
  - a the Child Care Fees are payable for the Booked Sessions even if your Child does not attend due to illness, holidays, public holidays when the Centre is open, or any other reason (except if you have cancelled an Approved Casual Session under clause 5);
  - b if your Child is unimmunised and they are excluded from the Centre, the Child Care Fees are still payable for any period of exclusion;
  - c you will not be entitled to any Child Care Subsidy for absences before your Child's first physical attendance at the Centre or after your Child's last physical attendance at the Centre unless it is a Prescribed Absence;
  - d any fees and charges for incursions, events or excursions are in addition to the Child Care Fees; and
  - e if Goodstart and a third party agree in writing that the third party is liable to Goodstart for all or some of your Child Care Fees, you are not liable for the Child Care Fees to the extent that the third party is liable to Goodstart.

## Payment

- 12 You agree to pay:
  - a all Child Care Fees for the Routine Sessions at least two weeks' in advance ie the current week, plus two weeks' in advance (unless clause 14 applies);
  - b all Child Care Fees for Approved Casual Sessions and any other amounts payable under this Written Arrangement, in advance or as otherwise directed by Goodstart;

- c any surcharges and other fees and charges that apply to your payment method, including without limitation, credit card surcharges and dishonour or overdrawn fees and charges; and
  - d any dishonoured amount within 7 days of notice of dishonour.
- 13 Goodstart's preferred method of payment is direct debit (debit or credit). You can also pay via BPAY using internet, or in person by EFTPOS or credit card at the Centre. Cash is not an accepted method of payment.
  - 14 If your method of payment is direct debit (debit or credit), Goodstart's direct debit payment terms are:
    - a weekly billing cycle – payment must be made by Friday each week for the Booked Sessions for that week;
  - 15 Goodstart may change its payment gateway provider at any time by giving you at least 7 days' notice of the change.
  - 16 You acknowledge that:
    - a your family invoice may set out Goodstart's estimates of any Child Care Subsidy or other subsidy that you may be entitled to (based on information available to us) and Goodstart does not make any representations about the actual amount of any Child Care Subsidy or other subsidy that you may be entitled to;
    - b if the actual amount of any Child Care Subsidy or other subsidy that you are entitled to differs from Goodstart's estimates and the Australian Government has paid your relevant entitlement to Goodstart, your account will be adjusted and any amount owing to Goodstart must be paid on your next payment date (or Goodstart will credit your account, if applicable); and
    - c you are liable for the Child Care Fees and other amounts payable to Goodstart under this Written Arrangement irrespective of whether you are eligible or entitled to any Child Care Subsidy or other subsidy.
  - 17 If your account is in arrears at any time, Goodstart reserves the right to pursue any amounts owing to Goodstart including through the use of a collection agency and you agree to indemnify Goodstart for the costs incurred in recovering any amount owing, to the extent permitted by law.  
Should you be facing temporary financial hardship you may be eligible for some assistance in the form of a short-term payment from the Australian Government. Families can apply for an additional subsidy by accessing their Centrelink online account through myGov or by visiting a Centrelink office and applying in person. Your Centre Director can provide more information on what circumstances would be covered by this Additional Child Care Subsidy (ACCS).

## End of care

- 18 You may end this Written Arrangement at any time by giving at least 14 days' written notice to Goodstart.
- 19 If you do not provide at least 14 days' written notice to Goodstart, you agree to pay all Child Care Fees for the Booked Sessions during that 14 day period even if your Child does not attend the Centre. You acknowledge that you will not be entitled to any Child Care Subsidy for absences after your Child's last physical attendance at the Centre unless it is a Prescribed Absence.
- 20 Goodstart may end this Written Arrangement:
  - a if your account is in arrears for more than 14 days; or
  - b upon giving 14 days' notice to you on reasonable grounds.
- 21 Without limiting any of Goodstart's rights under this Written Arrangement, you agree to pay all outstanding amounts owing to Goodstart before the End Date.

(continued over)

## Miscellaneous

- 22** This Written Arrangement is governed by the laws of the place that the Centre is located.
- 23** Goodstart may change the terms and conditions of this Written Arrangement at any time by giving reasonable notice.

## Definitions

- 24** The following words have these meanings in this Written Arrangement, unless the contrary intention appears.

**Approved Casual Sessions** means any Casual Sessions requested by you that Goodstart has agreed to provide.

**Booked Sessions** means Routine Sessions and Approved Casual Sessions (except any Approved Casual Sessions cancelled under clause 5).

**Casual Sessions** means a Session of Care other than a Routine Session (such as a Session of Care in addition to a Routine Session).

**Centre** means the Goodstart centre described under the heading "Care requirements" in this Enrolment Form.

**Child** means the child identified under the heading of "Your child's details" in this Enrolment Form.

**Child Care Fees** means the fees for the applicable Sessions of Care as set out in the Fee Schedule, as varied from time to time (but subject to any other applicable discount agreed in writing by Goodstart).

**Child Care Subsidy** means the Australian Government Child Care Subsidy under family assistance laws.

**End Date** means the end date set out under the heading "Sessions of care" in this Enrolment Form (if any) or the date this Written Arrangement ends under clauses 20 to 23, whichever is earlier.

**Fee Schedule** means the fee schedule for the Centre as provided by Goodstart to you on or about the date of this Written Arrangement, as varied by Goodstart from time to time.

**Goodstart** means Goodstart Early Learning Ltd ABN 69 139 967 794 of 43 Metroplex Ave, Murarrie, Qld 4172 (Telephone: 1800 222 543).

**Grace Period** means 30 minutes before and after the Session Time if your Booked Session is 10 hours

**Prescribed Absence** means an absence for any of the reasons recognised under family assistance laws and for which the Child Care Subsidy may be payable for a maximum of seven (7) calendar days or such other period as specified in the family assistance laws at the time.

**Routine Sessions** means the Sessions of Care for which a Child is booked on specified days each week (or each fortnight, if applicable) to receive care at the Centre on a routine basis, as set out under the heading "Sessions of care" in this Enrolment Form (as varied from time to time).

**Session Time** means the start and end times for each Session of Care as set out under the heading "Sessions of care" in this Enrolment Form and/or the Fee Schedule (as varied from time to time).

**Session(s) of Care** means the period of time that Goodstart provides care and charges a fee for providing care. To be clear, a Session of Care does not include any Grace Period or other period outside the Session Time.

**Sessional Kindergarten Program** means standalone kindergarten services that operate during the hours of the kinder program, as set out at the beginning of the school year. These services set their own days and hours and are closed during the school holidays.

**Start Date** means the start date at the centre set out under the heading "Sessions of care" in this Enrolment Form.

A reference to a "**week**" is a reference to a week commencing Monday and ending on the following Sunday.

A reference to "**you**" or "**your**" is a reference to the persons listed under "Your family's details" in this Enrolment Form.

## 25 Sessional kindergarten

- 25.1** In the event that your Child is enrolled in a Sessional Kindergarten Program at Glengala Kindergarten, the following provisions apply, and prevail over the rest of the terms of this CWA to the extent of any inconsistency:

- 25.2** Section 7 is replaced by the following:

- a** If you drop off your Child before, or collect your Child after, any applicable Grace Period, you agree to pay the following early/late administrative charges to Goodstart:

\$20 per 10 minutes (or part thereof) for any period outside the Grace Period that is outside the operating hours of the Centre."

- 25.3** The following sections of the CWA do not apply to an enrolment in a Sessional Kindergarten Program (but for the avoidance of doubt will continue to apply if your Child is also enrolled in long day care Sessions of Care as defined, for those Sessions of Care): sections 1 to 6 and 8 to -21.