**TERMS OF TRADE – CHERRY GROVE CHILDCARE**

Please read these terms and conditions carefully. It is important that you understand the terms and conditions, together with the Enrolment Form and Centre Information. These documents set out the provision of early childhood care by Cherry Grove Childcare & Family Centre (“the Centre”) and enable us to provide high quality care for your child. If you are unsure of anything, please discuss this with us.

1. Agreement

In signing the Enrolment Form for your child, you agree to the Terms of Trade and the provisions of the Enrolment Form. You also acknowledge that the Terms of Trade are not exhaustive and agree to abide by all policies of the Centre. All policies contained in the Terms of Trade and Enrolment Form are subject to amendment, clarification, and/or deletion at the discretion of Centre management.

1. Hours of Operation

The Centre is open from 7:30 AM to 5:30 PM throughout the year and closes on weekends and statutory holidays. Full time care is offered on a weekly basis to children from birth to five years old. Full time care is more than 6 ½ hours care per day, five days per week.

1. Minimum Hours

Children three years of age and over attending Cherry Grove must be booked for a minimum of three 6 ½ hour sessions unless by prior arrangement with the Operations Manager.

Children under three years of age must be booked for a minimum of two 6 ½ hour sessions.

1. Centre Fees

Our fees are set out in the attached Fees Schedule and will be reviewed annually. Any changes will be advised to all enrolled families one month prior to implementing any changes. An inflation rate adjustment will be made to all fees during the first full week of April annually.

1. 20 Hours Early Childhood Education (“20 hours ECE”)

The Centre is a provider of 20 hours ECE. 20 hours ECE is available for up to six hours per day for a maximum of 20 hours per week. As the Centre is open 10 hours per day, fees will be charged for the days and hours not covered by 20 hours ECE. Eligibility for 20 hours ECE begins on your child's third birthday and ends on your child's sixth birthday. 20 hours ECE is not available if your child has attended school.

1. Deposits Required for Enrolment

To secure your child’s enrolment, we require a deposit of two week's fees. This deposit will constitute payment of your child's first week of fees once they start at the Centre. Deposits are to be paid to Cherry Grove Childcare, ASB 12 3197 0011873 00. To cancel your child’s enrolment prior to any attendance at the Centre, you must advise us in writing or email a minimum of one month before the pre-arranged start date. If one months' notice in writing has not been given, the deposit will not be refunded.

1. Payment of Fees

Fees must be paid by automatic payment within 7 days of invoice. Any discount will only apply if this term is adhered to. Fees are to be paid to Cherry Grove Childcare, ASB 12 3197 0011873 00. Fees must be paid for every day that your child is enrolled, including any day your child is enrolled to attend but is absent.

1. Late Payment of Fees

Late payment of fees may incur default interest at 15% per annum and an administration fee of $50.00 plus GST. This default interest and administration fee will be added to the overdue amount. Any account outstanding for more than seven days after the due date will result in cancellation of your child’s enrolment at the Centre. If any account balances remain unpaid, then all costs of debt collection (legal, filing and court fees and all debt collection commissions, etc.), incurred will be payable by you, the parent/guardian/caregiver. In terms of the Privacy Act 1993, you the parent/guardian/caregiver irrevocably authorise the Centre to seek and exchange information with any person, company or agency, etc. regarding your credit rating and debt recovery procedures.

1. Drop Off and Pick Up

Please ensure your child is dropped off and picked up at the arranged times. Where children are dropped off before or picked up after their booked time, this affects our teacher:child ratio and/or results in our teachers unexpectedly having to work longer hours.

The time of your arrival and departure must be written and signed correctly every day on the daily sign in and out sheet. This is not the time your child is enrolled in the Centre for but the actual drop off and pick up times. In an emergency, this sign in sheet is used to ensure all children are accounted for. The daily sign in and out sheet is located near the entrance in each classroom at all times.

1. Late Pick Ups

The Centre requires pick up no later than 5:30 PM Monday to Friday. Your child must be picked up no later than this time. If due to unforeseen circumstances you are unable to collect your child prior to closing, please phone the Centre on 06 877 4488 or the Operations Manager on 021 0296 3920. If you have not contacted us within one hour of your enrolled pick up time, and we have not been able to contact you or your emergency contacts, we reserve the right to contact the Police.

1. Absences due to illness

If your child is absent due to illness, please notify the Centre via email by 8:30 AM. Unfortunately we are unable to swap days when children are absent due to sickness as we are unable to anticipate staff rosters and spaces available. If it can be arranged, “Make Up Days” are only possible within the same week of the day your child is absent, and a Change of Hours Form must be signed for that day on that day.

1. Other Absences

In circumstances where the child does not attend the Centre for more than 15 days, for any reason whatsoever, a child’s place in the Centre may no longer be made available unless prior arrangements are made with the Operations Manager.

1. Holiday Entitlement

Full time children are allocated up to a maximum of 10 days at 50% discount fees per year. No other discounts (including the family discount) will apply during these elected holiday days. From this allocation, you can choose to use them for sick days and/or holidays. Use of holiday days for a sick day must be advised by email on the day of sickness. These cannot be paid out or used in lieu of payment. If these days are being used for holiday purposes a notice period of two weeks is required prior to the first day of the holiday. We reserve the right to charge full fees in the event of the notice period not being provided. The anniversary for the entitlement is 1 December annually. Unused days are not able to be carried over to the following year.

If your child is absent over and above their holiday entitlement days, the full fee will be charged to hold their place at the Centre. Holiday credits are calculated after any subsidies have been deducted. Holiday credits cannot be used to pay normal fees owed.

1. Statutory Holidays

The Centre will be closed all statutory holidays. Full fees are applicable for any statutory Holiday that falls on a day when your child would normally attend as Cherry Grove still retains full running costs.

1. Emergency Closure of Centre

We are required by the Ministry of Education to close the Centre in certain circumstances, such as a natural disaster, and the loss of power to the Centre, and must evacuate the premises within two hours of such an event. In the event of an emergency closure, you will be required to collect your child from the Centre. Full fees are to be paid for up to a maximum of five days if there is an emergency closure of the Centre.

1. Changes to Booked Hours

If you wish to change the hours/days your child is booked to attend, notification in writing four weeks prior to the change is required. A Change of Hours Form must be dated and signed to confirm changes. We can only change days if space is available and original booked hours/days will be cancelled each time hours/days are charged. We are unable to hold original hours/days open.

1. WINZ Childcare Subsidy

If you qualify for a WINZ childcare subsidy, you are responsible for payment of the full fee amount until the subsidy is approved by WINZ and any part payment after payment by WINZ. In the event of your child not attending for the hours you have enrolled for and subsequently WINZ not paying for these hours, you will be required to pay the fees incurred for the hours not attended. You will be required to manage the relationship with WINZ and to advise WINZ of any change in hours of enrolment and you will also be responsible for cancelling the subsidy from WINZ. Any subsidy credited to your account and subsequently changed/withdrawn by WINZ will be re-charged to your account.

It is your sole responsibility to apply for or renew any entitlement you may have for a subsidy from WINZ. Cherry Grove will not be responsible for any subsidy entitlements. WINZ subsidies for any week given will be applied to that allocated week only.

1. Family Discount

There is a 10% discount for two or more children attending three days or more. This will not apply on the days elected under clause 12 above.

1. Privacy Act

Any information we hold about you/and or your child from the completed enrolment form, or otherwise, is required by the Centre to enable us to comply with statutory requirements and/or to enable the Centre to contact you or to ensure appropriate care and education of your child.

Any information held by the Centre is strictly confidential to the Centre and follows the principles of the Privacy Act 1993. In accordance with the consent required in the Enrolment Form, we may at times observe and photograph children for the purposes of preparation of individual portfolios for children and/or communication with parents about children; this includes the weekly/monthly newsletters to parents, our Facebook page and Storypark.

1. Leaving the Centre

If you are planning to finish your child's attendance from the Centre, you are required to give four weeks' notice in writing. In the event of four weeks' notice not being provided, fees will be required to be paid until the notice period has expired.

**FEES SCHEDULE**

**Under three-year-olds:**

|  |  |  |
| --- | --- | --- |
| **Number of days per week** | **Fees for up to 9 hour day \*** | **Fees for 6 ½ hour day 8:30 AM -3:00 PM** |
| One day |  $75.00 |  $50.00 |
| Two days | $145.00 | $100.00 |
| Three days | $210.00 | $145.00 |
| Four days | $270.00 | $190.00 |
| Five days | $270.00 | $190.00 |

**Over three-year-olds:**

|  |  |  |
| --- | --- | --- |
|  | **Fees for up to 9 hour day \***  | **Fees for 6 ½ hour day** |
| When using all 20 hours Early Childhood Education hours | $35 per day  | 3 days $20.00 |
|  |  | 4days $30.00 |
|  |  | 5days $58.00 |

 \* If you require a 10 hour child care day, please speak to the Operations Manager.

Note:

* The ‘fifth day free’ is only available for children under three years old booked for **all** full days *or* **all 6 ½** hour days and is only available for use in weeks where there are no public holidays.
* Children must be enrolled at the Centre for a minimum of two days per week, unless prior approval of the Operations Manager is obtained.
* Children three years of age and older must do a minimum of three 6 ½ hour days unless prior arrangements have been made with the Operations Manager.
* The fees are applicable to persons who have either New Zealand residency or relevant visas.
* The fees are applicable if all 20 ECE hours are attributed to Cherry Grove.
* All snacks, meals and nappies are provided to children attending.
* If your child is entitled to 20 hours ECE and you would like to use part of these hours at another centre, you will be charged the 20 hours ECE daily rate of $35.00 on the funded days that you have chosen and the normal daily rate of $75.00 on the days you are not using the 20 hours ECE subsidy at the Centre (based on a six-hour day).
* Where your child is picked up outside of their booked hours but within Centre operating hours, you will be charged $10.00 for each hour or part thereof.