

Information & Enrolment Pack





Treetops Early Learning Centres provide a warm and caring environment that ensures children will receive the high quality care and education they need, deserve, and have the right to expect.

Why Choose Treetops Early Learning Centres?

ENVIRONMENT

We provide a warm, welcoming, stimulating environment for children 0–6 year olds.

GREAT REPLITATION

We have been providing high quality, safe and nurturing early learning care and education for over fourteen years. We are highly respected in our local communities.

DEDICATED TEACHERS

Our teachers are dedicated and passionate. They create meaningful learning experiences that respond to children's interests and needs.

HIGH TEACHER-CHILD RATIO

We maintain a high teacher to child ratio in all rooms, which means your child is receiving the best possible care.

THE IMPORTANCE OF FAMILY

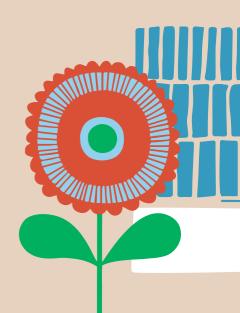
At Treetops Early Learning Centres we value the inclusion of family and the community as an integral part of the positive development of a child. We work with parents and whānau in partnership acknowledging their role as their child's first teacher.

FAMILY OWNED AND OPERATED

Treetops Early Learning Centres are a family owned and operated business with two generations of our families involved in the daily operation of the centres.

HEALTHY MEALS

At Treetops Early Learning Centres we have experienced cooks who freshly prepare nourishing, healthy meals for lunch, as well as morning and afternoon snacks.



Our Approach to Learning

Our purpose built centres provide a safe and inviting environment for all age groups from 0 to 6 years. Babies, toddlers and pre schoolers are catered for in age appropriate rooms.

We view our children as confident, capable learners, Our passionate, qualified teachers support and empower children to learn alongside one another.

Our environments reflect a sense of exploration, investigation, literacy and numeracy and have a rich range of experiences, resources and technology.

We provide challenging outdoor play spaces that engage and motivate children to take risks, try new things and persist through difficulties, with support.

We believe that social interactions play a vital role in children's growth and development and that it is part of our role to nurture and support social competency.





Learning Programmes

At Treetops Early Learning Centres we implement the New Zealand Early Childhood Curriculum Te Whāriki which is based on four principles of learning: Empowerment, Holistic Development, Family and Community and Relationships. These four principles are incorporated into our daily programme.

We are inspired by the Reggio Emilia Philosophy. This is an approach that focuses on a child's natural development and is directed by the child's interests, taking the view that learning must make sense to the child in order to be effective and meaningful. Our infant and toddler teachers follow the Magda Gerber philosophy, ensuring all young children are given the freedom to develop at their own pace.

We see it as our role to capture, support and extend children's interests. We do this through documentation and assessment which involves observation, reflection and collaboration so that the children are supported into deeper experiences and understandings.

Communication with Parents

Communication is vital for maintaining good family/centre/staff relationships. We have an open door policy for parents and family and any parental involvement is greatly appreciated.

We have a variety of ways to maintain communication with you:

Daily, casual communication with staff helps us to understand your child's needs. Our staff are always happy to talk to you.

Whiteboards are used by staff to advise of any special events that may have happened during the day. Notices of events and monthly newsletters will also be posted on Educa.

Educa is an interactive, secure, online portfolio system that allows parents to see, learn and experience their child's day at Treetops Early Learning Centres. Teachers use Educa to capture and organise children's learning, share children's learning stories, photos, and information with parents and whānau. Educa enables busy parents, wider Whānau and overseas family to see photos and videos and provide feedback on children's learning.

To ensure consistency of care in the nest (our infants room) a written daily communication book is available. We encourage you to fill in the parent section daily. This contains essential information i.e.: when your baby woke up, what kind of night they had etc. We will fill in the teacher's part daily so that the transition from the centre to home at the end of the day is made easier.

For older children please feel free to approach the staff to talk about your child's day. You can phone us at any time of the day to check on your child's progress.

If you have any queries, concerns or complaints please discuss these with us as soon as possible. (A copy of the complaints procedure is displayed in each centre). It may be a simple matter of checking up about something with the staff as you arrive or depart, or maybe a phone call during the day will answer your question. We wish to hear about any concerns as soon as they arise and you are welcome to contact the Centre Director at any time. We wish to deal with any concerns immediately and ensure peace of mind for all involved in the Centre. We are always prepared to discuss any matter with you.

Staffing

Our dedicated staff are our greatest asset. They nurture and care for your children as you would at home. We employ over 80% qualified and registered teachers and also have staff in training.

We provide excellent teacher/child ratios, meaning your child is receiving the best possible care. Our staff are all involved in on-going, in-depth Professional Development, which ensures the continuation of best practice in our centres.

We have an open-door policy and encourage you to spend time getting to know our educators and the routines we incorporate into our programmes.

Celebrating Who We Are

We celebrate the uniqueness of every child to give them a strong sense of who they are. We pride ourselves in building strong relationships with our families and we value their contributions and support the aspirations they have for their child. We have regular events that develop and cement the relationships between the centres and our families. We celebrate the rich cultural diversity of our Treetops whānau.



School Readiness

At Treetops Early Learning Centres our aim is to support children as Lifelong Learners. We are committed to empowering children and their whānau/families in the transition to school process.

Our programme uses a holistic approach supporting all children in the development of foundation learning skills. We provide them with educational, cultural and social experiences that will enable them to enter the school setting as confident, capable and motivated learners.

20 Hours ECE

Treetops Early Learning Centres are providers of 20hours Early Childhood Education ('20 hours ECE') for three, four and five year old children.

Eligibility for 20 hours ECE begins on the child's third birthday and ends on the child's sixth birthday. 20 hours ECE is available for up to six hours per day for a maximum of 20 hours per week.

As Treetops Early Learning Centres are all-day Centres, open 10.5 hours per day, fees will be charged for the days and hours when the 20 free hours are not available.

The fees charged will only be for the hours not covered by the provision of 20 hours ECE.

Hours requested by the parent/caregiver for 20 hours ECE forms part of the enrolment form.

Child Illness

Please do not bring your child to the Centre if they are unwell. The Centre does not have the staff or facilities to care for a sick child and any illness could easily be passed on to other children. Your child needs to be kept at home if they have any of the following:

- High temperature
- Inflamed throat or eyes, conjunctivitis
- Unidentified rash
- Upset stomach, vomiting or diarrhea within the last 48 hours
- Scabies and school sores
- Are listless and unable to participate in the daily life of the centre

The Centre must also be notified if your child develops a new chronic health problem, such as serious allergies, epilepsy or asthma, and a plan for coping with any problems that may develop in the Centre must be agreed upon.

Please make sure that the Centre has UP TO DATE CONTACT PHONE NUMBERS for at least two parents or family members (work and home). An extra emergency or back-up phone number is also required. We recommend that you think in advance about arrangements to care for your child should they become ill. Young children can become very unwell very quickly.

We ask that you use common sense when your child is unwell and keep them at home. It is hard for a child to participate happily in Centre life when unwell and any illness may spread to other children.

Medication

Children who take medication on a regular basis must have a signed medication action plan which allows us to administer this medication, such as Ventolin inhalers. Any short term medication, such as antibiotics must be signed in daily, then given to an educator. No medicine should be left in children's bags.

No prescribed medicine will be given that is over three months old or does not have your child's name on it. We cannot administer over the counter medication, including non-prescription paracetamol.



Positive Guidance

At Treetops Early Learning Centres, we accept each child as an individual and focus on their individual requirements. Educators are skilled at praising positive behaviour and using re-direction as a form of managing inappropriate behaviour. No Centre uses any form of physical punishment, harsh language or belittling of children. We work in partnership with families and whānau for the benefit of the child. Please talk to us at any time with any issues that you may have — our educators have a wealth of knowledge and would be happy to discuss this at a convenient time to you.

Food

We have an experienced cook who prepares a nourishing and healthy lunch as well as morning and afternoon snacks. The weekly menu is displayed at each centre and sent through Educa. The menu is different for each day and each week within a monthly cycle. Fresh fruit and vegetables are offered daily and the only drinks given to your child are water/milk and occasionally milo. Water is made available to your child at all times throughout the day.

If your baby/toddler is having bottles, either formula or milk, please bring pre-prepared all they need for the day in named bottles and store them in the fridge which is available in the nest. We encourage you to leave a named tin of formula for your child if required.

If your child requires a special diet due to allergies or any other reasons please discuss this with the Centre Manager so we can meet your child's requirements. We are happy to provide alternatives when required.

Birthday Celebrations

At Treetops Early Learning Centres, we acknowledge and celebrate children's birthdays. We ask that you do not bring cakes or other food items into the centre. We have a responsibility to ensure that we know the ingredients of all foods that we give our children so that the safety of our children with allergic conditions is not compromised.

Attendance

If your child is absent due to illness or holidays, please make sure that you advise the Centre. The time of your arrival and departure must be written on the daily sign in and out sheet and you are required to sign this daily. In an emergency this sign in sheet is used to ensure all the children are accounted for. The daily sign in and out sheet is located at the sign-in desk at all times.

Holidays and Absences

Statutory holidays and absences are charged in full if they fall on a day when your child is booked to attend.

After attending the centre for three months your child is entitled to three weeks per year at 50% fees, this will be pro rata if your child does not attend full time.

The holiday year runs from 1 January to 31 December of the same year and unused days are not able to be carried over to the following year. Holidays must be applied for two weeks before the first day of the holiday.

Leaving the Centre

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

Settling into the Centre

Our aim is to ensure that children and families have a smooth transition to the Centre. New families and whānau are encouraged to spend time at the Centre prior to the actual starting date. These visits allow you to get to know the staff, routines and environment, and for the staff to get to know you and your child.

Fees are not charged for this settling period and everyone is encouraged to take advantage of this opportunity.

Settling visits are arranged with the Centre Manager or administrator and generally take place in the week/s immediately prior to starting.

Parting from your child may be a stressful experience (usually more stressful for the parent than the child). Generally a quick kiss, hug and a smile with your goodbye is best, as lengthy partings cause more pain for both parties.

Please don't sneak away as this may cause a loss of trust. Always pass your child to a staff member - especially if you are expecting an upset child at parting, and remember - phone as often as you like to check on how your child has recovered from a sad parting. Usually they get over it more quickly than you. We are happy to discuss alternatives if you wish.



Emergency Closure of the Centre

We are required by the Ministry of Education to close the Centre in certain circumstances, i.e natural disaster and must evacuate the premises within two hours of such an event. In the event of an emergency closure of the Centre you will be required to collect your child from the Centre.

Full fees are to be paid for up to two days if there is an emergency closure of the Centre.

Whanau Involvement

We strive to run our Centres as an extension of home and to cater for the varied expectations of many different families. We welcome your presence and assistance in many positive ways. We encourage families to become a part of our group and extend a warm welcome to visit whenever you wish.

At Treetops Early learning Centres, we believe that family and community play an integral part in the positive development of a child. We:

- Celebrate the complimentary roles of parent/whānau/caregiver and educators as providing the link between home, family and the centre to ensure consistency for the child.
- Welcome parents/whānau into the centre to discuss with us at any time the aspirations they have for their child.
- Parents and families are encouraged to become involved in centre activities where possible, and are acknowledged as partners in assessment alongside the teacher and child to create pathways for families and children to be involved in the learning process in a meaningful and fun way.
- Take children into the community where possible and the community visits the centre where appropriate.
- Are aware of the resources available in the community and support whānau to use these when required.

Our aim is to ensure that children/families/whānau feel welcome, safe, secure and comfortable in our centre environment. When settling children into the centre:

- Parents/whānau are welcome to stay for as long as they would like.
- We support children in understanding the centre routines, to give them a sense of belonging.
- We encourage parents/whānau to inform their child when they are leaving and reassure them that they will be back.
- Parents/whānau are encouraged to seek support from a teacher if your child is having trouble settling in.

 Remember that each child is an individual and we are here to support each whānau through the settling in process.

At Treetops Early Learning Centres we value the relationships we build with whānau as we recognise this leads to the best learning outcomes for children. We develop these relationships through:

- Beginning our transition process for families as soon as they walk in the door.
- Being friendly & approachable, sharing information, making sure whānau are welcomed and supported.
- Introducing whānau to all members of our learning community.
- Getting to know whānau as well as their children.
- Keeping up the dialogue not only about children. We engage whānau in conversation to get to know them as people.
- Providing many different events for whānau to be involved within our centre.
- Supporting whānau in the transition process between rooms and on to school.
- Introducing whānau to new teachers and routines.
- Sharing information with teachers from other rooms.
- Recognising that transition is an important learning curve for children and whānau.
- Transitioning the whole whānau.

Facebook

Each of our centres has their own facebook page so that you can share the fun in child's day with family and friends. You have the option of whether you consent for photos of your child to be shared on enrolment.

Our face book pages can be found under 'Treetops Early Learning Centre'





BOTANY TOWN CENTRE

junction@treetopslearning.co.nz

BOTANY JUNCTION

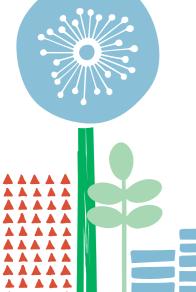
botany@treetopslearning.co.nz

PUKEKOHE

pukekohe@treetopslearning.co.nz

www.treetopslearning.co.nz





	Treetops Early Enrolment Ag	•		
Birth certificate/Passport □	Immunisation records	Terms of trade	\$50 Enrolment Fee	



Treetops Botany Centre Sunset Terrace PO Box 64015, Botany, Auckland, 2010 Phone (09) 272 4448 botany@treetopslearning.co.nz Treetops Botany Junction 277 Te Irirangi Dr PO Box 217039, Botany Junction, Auckland, 2019 Phone (09) 271 1550 junction@treetopslearning.co.nz Treetops Pukekohe 1246 Paerata Rd PO Box 444, Pukekohe, 2340 Phone: (09) 553 9817 pukekohe@treetopslearning.co.nz

Early Learning Centre						
, ,	Fees in advance already paid: \$					
♦ Child's details:						
Child's official given name:						
Child's official surname or family	name:					
Child's official other names / midd	lle names					
(please separate names with a comma):						
Name your child is known by / pr	eferred name:					
Surname/Family name:	Given name:					
Child's date of birth: d d / m m / y y	уу	Male		Female		
Copy of official identity verification of	ocument * collected by staff:					
NZ birth certificate	Foreign birth certificate)				
NZ passport	Foreign passport					
Other:	Staff initials:					
* Information about acceptable ide	entity verification documents is available www.minedu.govt.nz/parents	online at <u>w</u>	ww.le	ead.ece.govt.	<u>nz</u> aı	nd
Child's ethnic origin/s:	lwi your child belongs to:	Language/s	s spol	ken at home:		
Child's primary residential address:						
			Po	ostcode		
♦ Privacy statement:						
education for your child. We will use and disclose your child' you have the right to access and re Details about your child's identity w	on on this enrolment form for the purposes information only in accordance with the quest correction of any personal informal libe shared with the Ministry of Education of the control of	e Privacy Action we hold	ot 199 I abo can a	93. Under tha ut you or you allocate a na	at Act ur chi	ld.
You can find more information abou	t national student numbers at www.mine	du.govt.nz/	parer	<u>nts</u>		
The Ministry recommends that al	services keep a copy of the identity who is enrolled at the Centre.	verification	ı doc	ument of ea	ıch c	hild

Parents / Guardians details:	
Title: Mrs Miss Mr Ms (please circle)	Title: Mrs Miss Mr Ms (please circle)
First Names:	First Names:
Surname:	Surname:
Address:	Address:
Post Code:	Post Code:
Relationship to child:	Relationship to child:
Phone (Home):	Phone (Home):
Phone (Work):	Phone (Work):
Phone (Mobile):	Phone (Mobile):
Occupation:	Occupation:
Email:	Email:
Title: Mrs Miss Mr Ms (please circle)	Title: Mrs Miss Mr Ms (please circle)
First Names:	First Names:
Surname:	Surname:
Address:	Address:
Post Code:	Post Code:
Relationship to child:	Relationship to child:
Phone (Home):	Phone (Home):
Phone (Work):	Phone (Work):
Phone (Mobile):	Phone (Mobile):
Occupation:	Occupation:
Email:	Email:
Emergency Contacts: (Authorised to uplift you	r child from Treetops ELC)
Title: Mrs Miss Mr Ms (please circle)	Title: Mrs Miss Mr Ms (please circle)
First Names:	First Names:
Surname:	Surname:
Address:	Address:
Postcode:	Postcode
Phone (Home): (Work):	Phone (Home): (Work):
Phone (Mobile):	Phone (Mobile):
Email:	Email:
Relationship to child:	Relationship to child:

Custodial Statement				
Are there any custodial arrangements concerning you	r child?			
If YES, please give details of any custodial arrangeme	ents or court orders (a c	opy of any cou	rt order is red	quired)
Person/s who cannot pick up your child:				
Name:	Name:			
Name:	Name:			
Child's Doctor:				
Name:	Phone:			
Name of Medical Centre:				
-lealth		_		
Ooes your child have any illnesses or allergies?	Tick One	Yes	No	
Details:				
Ooes your child require a special diet?		Yes	No	
Details:				
s your child up to date with immunisations?		Yes	No	
Please provide verifications of all immunisations)				
mmunisation record sighted and details recorded		Yes	No	
Medicine				
Category (i) Medicines				
A category (i) medicine is a non-prescription preparate minor injuries and provided by the service and kept in		d, used for the	'first aid' tr	eatment
Do you approve category (i) medicines to be used on		k One Yes	No	
Name/s of specific category (i) medicines that can be				
Zinc and castor oil nappy cream	■ Zoono hand sa	anitiser		
Arnica	Plasters			
 Saline 	Sunscreen			
 Calendula cream 				

Category (ii) Medicines						
Category (ii) medicines are pre a specific period of time to trea						
I acknowledge that written auth to be administered, detailing what circumstances) medicine is to be	hat (name of n					
Parent/Guardian Signature:				Date:/_		
Category (iii) Medicines						
To be filled in if your child requisuch as asthma or eczema etc				nealth plan, for e	example for an o	on-going condition
For staff: Individual health plan	n sighted and	a copy taken:		Tick One:	Yes	No
Name of medicine:						
Method and dose of medicine:						
When does the medicine need	to be taken: (State time or s	specific symp	otoms)		
Parent/Guardian Signature:				Date:/_	/	
♦ Enrolment Details:						
▼ Emolinent Details.						
Date of Enrolment://	D	ate of Entry:	/	_/ Date	of Exit:	//
Please Note: 20 Hours Ed				20 hours per v O Hours ECE fur		must be no
Days Enrolled:	Monday	Tuesday	Wednesd	ay Thursday	/ Friday	Total number of hours:
Times Enrolled:						
For 20 Hours ECE fill out boxe	es below with	the hours at	tested e.g. (6 hours (3 – 5-y	ear-olds)	
20 Hours ECE at this service						Total no
						of hours:
20 Hours ECE at another service						Total number of hours:
Parent/Guardian Signature:				D	oate: /	1

♦ 20 Hours ECE Attestation: (3 – 5-year-olds)
1. Is your child receiving 20 Hours ECE for up to six hours per day, 20 hours per week at this service?
Tick One Yes No
2. Is your child receiving 20 Hours ECE at any other services? Tick One Yes No
f yes to either or both of the above, please sign to confirm that:
 Your child does not receive more than 20 hours of 20 Hours ECE per week across all services.
 You authorise the Ministry of Education to make enquiries regarding the information provided in the Enrolment Agreement Form if deemed necessary and to the extent necessary to make decisions about your child's eligibility for 20 Hours ECE.
 You consent to the early childhood education service providing relevant information to the Ministry of Education, and to other early childhood education services your child is enrolled at, about the information contained in this box.
Parent/Guardian Signature:/ Date://
Parent/Guardian Signature: /
♦ Optional Charges: Sessional Care only
The optional charge is for:
 Morning Tea, Lunch and Afternoon Tea provided at an optional charge of \$7.50 per day.
2. I understand that if I agree to pay for the optional charge, Treetops Early Learning Centre may enforce payment
3. The agreement to pay the optional charge will last for: as long as the child is enrolled
4. The rules about making changes to the agreement are:
■ Changes to booked hours, If you wish to increase or decrease the hours/days your child is booked
5. I understand that that optional charge is not compulsory and if I choose not to pay there will be no penalty.
6. I agree/do not agree (select one) to pay the optional charge for the activities/items specified in this enrolment agreement form.

♦ Statutory Holidays: Treetops Early Learning Centre is open all school term breaks and closed all public statutory holidays. Additional information requiring approval for enrolment: Excursions: My child has my permission to participate in spontaneous local community walks such as around the local shopping complex or Local Park with other children and regulated staff. Ratios are 1:3 for under 2's and 1:6 for over 2's. Conditions stated in the excursions policy, including ratios by means of public transport will be adhered to at all times. Medical emergency: I authorise a senior staff member, in the event of illness or accident, to seek medical or other advice as deemed necessary, for my child's best interest. Photos: As part of the planning process we gather artwork and photos of all children, I agree that my child may have their photo taken by employed staff for assessment purposes and the centre newsletter and that these photographs will be uploaded to Educa our online portfolio system. These photos may also be used for educational purposes by visiting education teachers and students.

	Advertising Material: I understand photos may possibly be used for Treetops Early Learning Centre promotional material such as The Treetops Facebook site, website and local newspapers. Permission will be sought prior to publishing.	
	Policy Statement: Treetops Early Learning Centre has a number of policies that set out the procedures that are in place for the care and education of the children who attend. We strongly urge you to read these. The signing of this enrolment agreement form indicates that you will abide by the policies of this service, and understand how you can have input to the policy review.	
•	Enrolment Information Book : Please ensure you have read the information in the enrolment handbook as it covers important details about Treetops Early Learning Centre such as policies, fee details, subsidies that are available to you and ways in which we can help you and your child settle into the service.	
•	Payment of fees: I agree to pay childcare fees as per the Centre's attached Terms of Trade and understand that any costs incurred in the recovery of overdue fees will be payable by me.	
	Holidays: I am aware that fees are still payable when my child is absent. I am entitled to up to 3 weeks of absence per year at 50% discount (with 2 weeks notice).	
♦	Parent Declaration	
l d	eclare that all the above information is true and correct to the best of my knowledge	
Pa	rent/Guardian Signature:/ Date://	
♦	Service Declaration	
	behalf of Treetops Early Learning Centre, I declare that this form has been checked and all relevant seve been completed.	ctions
Se	rvice Provider Signature:/ Date://	

Change of Days/Time	s of Enrolr	nent:				
Effective Date of Change:	/	./				
Days Enrolled:	Monday	Tuesday	Wednesday	Thursday	Friday	
Times Enrolled:						Total
For 20 Hours ECE fill out	boxes below					
20 Hours ECE at this service						
20 Hours ECE at another service						
Parent/Guardian Signature:				Date:/_	/	
Change of Days/Time	s of Enrolr	nent:				
Effective Date of Change:	/	./				
Days Enrolled:	Monday	Tuesday	Wednesday	Thursday	Friday	
Times Enrolled:						Total
For 20 Hours ECE fill out	boxes below					
20 Hours ECE at this service						
20 Hours ECE at another service						
Parent/Guardian Signature:	:		Da	te:/		
Change of Days/Time	s of Enrolr	nent:				
Effective Date of Change:	/	./				
Days Enrolled:	Monday	Tuesday	Wednesday	Thursday	Friday	
Times Enrolled:						Total
For 20 Hours ECE fill out	boxes below					
20 Hours ECE at this service						
20 Hours ECE at another service						
Parent/Guardian Signature:				Date:/_	/	



1. Definitions

- 1.1 "Agreement" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.
- 1.2 "Absence Fee" means a Fee charged at the discretion by Treetops ELC that is equivalent to the regular Fees payable for the time a Child or Children are absent from Treetops ELC on their booked days.
- 1.3 "Child" shall mean the Child or Children of the Parent enrolled with Treetops ELC.
- "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Parent does not wish to allow Cookies to operate in the background when using Treetops ELC's website, then the Parent shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.
- 1.5 "ECE" means an Early Childhood Education subsidy that if your Child is 3, 4 or 5 and goes to an ECE service or k\u00f6hanga reo that offers twenty (20) Hours ECE, the cost can be fully subsidised for up to six (6) hours a day and up to twenty (20) hours a week
- 1.6 "Fee" shall mean the cost of the Services (including any Goods and Services Tax ("GST") where applicable) as agreed between Treetops ELC and the Parent, subject to clause 4 of this Agreement.
- 1.7 "Parent" means the person/s (legal guardian (or guardians) of the Child) requesting Treetops ELC to provide the Services as specified in any invoice, document, or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.
- 1.8 **"Services**" means all services (including any incidental items, goods, materials created used or consumed) supplied by Treetops ELC to the Parent and includes any advice or recommendations and includes any advice or recommendations.
- 1.9 "Treetops ELC" means Treetops Early Learning Centre Botany Junction Limited T/A Treetops Early Learning Centre Botany Junction, its successors, and assigns.

2. Acceptance

- 2.1 The Parent is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Parent accepts Services provided by Treetops ELC.
- These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with the *Enrolment Form*, Fee Structure, any other document or agreement between the Parent and Treetops ELC.
- 2.3 None of Treetops ELC's employees, agents or representatives are authorised to make any representations, statements, conditions, or agreements not expressed by the Principal of Treetops ELC in writing, nor is Treetops ELC bound by any such unauthorised statements.
- 2.4 The Parent acknowledges and accepts that Treetops ELC shall not:
 - (a) tolerate any behaviour (including, but not limited to, violence and bad language) which impinges upon the physical or mental safety of all staff and children; or
 - (b) use physical punishment in managing the Children's behaviour.
- 2.5 Any breach by the Child of Treetops ELC's behavioural policies shall result in the Parent being contacted and asked to make arrangements for the Child to be removed from the programme at the expense of the Parent. Any cost incurred as a direct result of the incident, shall be at the expense of the Parent.
- 2.6 Whilst Treetops ELC is committed to providing safe programmes, experiences and environments, there is an element of risk involved with all activities. The Parent acknowledges and accepts that by the Child participating in any of the experiences provided, the Parent accepts such risk and Treetops ELC and staff of Treetops ELC shall not be held responsible for personal injury or loss or damage to belongings.

3. Change in Control

- 3.1 The Parent shall give Treetops ELC not less than fourteen (14) days prior written notice of any proposed change in the payment arrangements and/or any change (in circumstances from) to the details as outlined in the *Enrolment Form*; including, but not limited to, change of name, address, contact phone or fax number/s, the living arrangements of the Child and/or Parent, and/or any changes or developments in the Child's medical history or those who can collect the Child. The Parent shall be liable for any loss incurred by Treetops ELC as a result of the Parent's failure to comply with this clause.
- 3.2 The Parent is obliged to contact Treetops ELC if:
 - (a) there is any change in circumstances which may have a bearing on the amount of Fees to be paid and/or their eligibility for any ECE or other subsidy; and
 - (b) the Child uses another approved registered care service.

4. Fees and Method of Payment

- 4.1 At Treetops ELC's sole discretion the Fee shall be as indicated:
 - (a) on the Enrolment Form or otherwise specified, in respect of Services provided, and charged at Treetops ELC's current rates; or
 - (b) on any invoice provided by Treetops ELC to the Parent.
- 4.2 At Treetops ELC's sole discretion, an advance on the Fees (equal to a full week of Fees,) shall be required for each Child.
- 4.3 Fees must be paid in full weekly unless the Parent is granted the ECE childcare subsidy. In this case, the Fee payable will be the total Fee due less the approved subsidy amount. It shall be the Parent's responsibility to inform Work and Income of any changes in circumstances and/or care arrangements, and ensure the governing authority is fully informed of any benefit you may be receiving (e.g. the ECE subsidy).

The Parent shall be responsible for any refund of benefits to the governing authority, including any loss Treetops ELC has suffered as a result of any overpayment or over-allocation of subsidy hours.

- 4.4 Parents are only charged for the booked hours. This shall also apply to ECE subsidies.
- 4.5 Upon issuance of any invoice given to the Parent by Treetops ELC, payment shall be due within seven (7) days.
- 4.6 Fees remain payable in full where the Child is absent through illness, where the Child is on holiday (subject to clause 7.1(e)), or for any other reason
- 4.7 At Treetops ELC's sole discretion, a late fee shall be charged where the Parent collects the Child after booked time without prior approval.
- 4.8 This amount is set at \$25 per 15 minutes and may be amended at any time, as reviewed by Treetops ELC.
- 4.9 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Parent and Treetops ELC and a receipt shall be provided.
- 4.10 The Parent shall not be entitled to set off against, or deduct from the Fees, any sums owed or claimed to be owed to the Parent by Treetops ELC nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Parent must notify Treetops ELC in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Treetops ELC investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Treetops ELC placing the Parent's account into default and subject to default interest in accordance with clause 18.1.
- 4.11 Unless otherwise stated the Fees do include GST.
- 4.12 Receipt by Treetops ELC of any form of payment shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised and until then Treetops ELC's ownership or rights in respect of the Services shall continue. Treetops ELC shall issue a receipt to the Parent on cash/cheque payments.

5. Bookings and Provision of Services

- 5.1 The Child must have completed an enrolment form in order to commence a programme.
- The Parent acknowledges and accepts that any information provided on the enrolment form can and will be shared with the Ministry of Social Development/MOE.
- 5.3 The Parent acknowledges that any personal property (including, but not limited to, clothing, and other items) must be marked with the Child's name. Treetops ELC accept no responsibility for any loss or damage to personal property.
- 5.4 Unless expressly requested otherwise in writing, the Parent permits the Child to participate in local community walks to the park, shops and library with other children and appropriate staff ratios. The Parent acknowledges that occasionally Treetops ELC will have the opportunity to go on trips further afield. Treetops ELC will inform the Parent beforehand and will give the Parent the opportunity for the Child to participate, in which the Parent will be required to fill in a consent form. Occasionally, a fee may be required for transport, entrance fees and any other applicable charges.
- 5.5 Both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties.
- 5.6 Treetops ELC shall ensure copies of Treetops ELC's Policies and Procedures shall be available for inspection at all times.

6. Collection of the Child and Permitted Persons to Collect a Child

- 6.1 The Child may be released into the care of either the Parent or a person (who is over the age of fourteen (14) years) into whose care a custodial Parent has signed permission for the Child to be released. This may include persons nominated as Emergency Contacts, persons nominated on the **Enrolment Form** to collect the Child, or persons nominated to collect the Child on specific occasions.
- The person collecting the Child (other than the Parent) may be required to produce proof of identity to satisfy Treetops ELC of their bona fides before the Child will be released.
- Treetops ELC staff will not be responsible for the removal of a child from Treetops ELC by a non-custodial Parent or other person, however they will do all in their power to prevent this. In such a case, Treetops ELC staff will make every effort to contact the custodial Parent and Police.

7. Absences and Illness

- 7.1 It is the responsibility of the Parent to:
 - (a) inform Treetops ELC if the Child has been ill within twenty-four (24) hours prior to intended attendance. Treetops ELC shall be entitled to decide whether or not to accept the sick Child for care, however, if the Child is accepted and later sent home due to illness, the Absence Fee will apply; and
 - (b) any notification of a Child's absence due to illness the Absence Fee shall apply; and
 - (c) advise Treetops ELC if a Child is to be absent (other than illness) on their booked days/s, as soon as possible. An Absence Fee of regular Fees for the time absent shall apply; and
 - (d) for children who receive either a ECE subsidy, the Absence Fee will be the equivalent of their subsidy or their usual Fee, whichever is the greater; and
 - (e) provide Treetops ELC with at least two (2) weeks' notice of annual leave; and inform Treetops ELC of the estimated length of the Child' absence from Treetops ELC in writing.
- 7.2 A Child will not be able to attend Treetops ELC for any period of time during which:
 - (a) the Child is suffering from a disease or condition which is contagious through normal social contact; or
 - (b) a medical practitioner has recommended the Child not attend; or
 - (c) the Principal of Treetops ELC requests that the sick Child be kept away from Treetops ELC because the Child requires care which Treetops ELC staff resources do not provide.
- 7.3 After twenty-one (21) days any funding will stop and outstanding costs are then passed to the parent and placement with Treetops ELC may be compromised.

8. Emergency Contacts

The Parent must provide Treetops ELC with the names and addresses of two (2) responsible persons over the age of eighteen (18) who can collect the Child in case of an emergency or illness. When contacted by Treetops ELC Principal or their delegate, the Parent (or a responsible person authorised by the Parent) must go immediately to Treetops ELC to collect the sick or injured Child.

9. Medication

- 9.1 Where the Child requires the administration of medication, the Parent will provide:
 - (a) written permission for Treetops ELC to administer the medication; and
 - (b) the correct medication in its original container, and clearly labelled with the Child's name; and
 - (c) written instructions from a medical practitioner for the administration of on-going-prescription medication; and
 - (d) the name and contact phone number of the Child's doctor.
- 9.2 Treetops ELC staff are authorised to administer medication only in accordance with the Parents written authority. In doing so, Treetops ELC staff will be regarded as acting as the Parent's agent. Staff shall not be liable for any allergic reaction or injury caused to the Child by the administration of the medication in accordance with the Parent's written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent.

10. Accident or Emergency

10.1 Whilst every reasonable effort shall be made by Treetops ELC to contact the Parent (or Emergency Contacts) in the event of an accident or emergency, the Parent hereby gives authority to the Principal or their delegate to, on behalf of the Parent, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the Child's doctor, any attending doctor, ambulance officer, police or Government Officer. The Parent will be responsible for any costs incurred as a result of transportation or treatment.

11. Administration of Non-Ingested Preparations

11.1 The Parent gives permission to Treetops ELC for the application of non-ingested preparations, such as sunscreen protection and insect repellent to the Child when appropriate. In the event any Child is allergic to certain brands of non-ingested preparations, the Parent must supply a brand that is safe for Treetops ELC to use.

12. Notification of Child Abuse

12.1 By law, Treetops ELC's employees are mandatory reporters, and as such, are obliged to report any suspected incidents of child abuse or mistreatment to the appropriate local authority.

13. Court Action

13.1 Should the Child be the subject of any court action, particularly custody or access issues, being heard before the Courts, Treetops ELC shall not allow staff to issue statements or provide reports regarding the Child, except where instructed to do so by the Court itself.

14. Security and Charge

- 14.1 In consideration of Treetops ELC agreeing to supply Services, the Parent charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Parent either now or in the future, and the Parent grants a security interest in all of its present and after-acquired property, to secure the performance by the Parent of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- 14.2 The Parent indemnifies Treetops ELC from and against all Treetops ELC's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising Treetops ELC's rights under this clause.
- 14.3 The Parent irrevocably appoints Treetops ELC and each director of Treetops ELC as the Parent's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Parent's behalf.

15. Intellectual Property

Where Treetops ELC has designed, drawn, written, or created educational systems, techniques, and curriculum in relation to the Child, then the copyright in those designs, drawings, documents, systems, techniques, and curriculum shall remain vested in Treetops ELC, and shall only be used by the Parent at Treetops ELC's discretion.

16. Quality Assurance

16.1 Unless expressly requested otherwise in writing, the Parent permits Treetops ELC to photograph or video record the Child for quality assurance, documentation, promotional or marketing purposes (including newsletters and slideshows, and DVDs for display in the centre and/or gifts to parents), or to be used within Treetops ELC and/or local and national newspaper stories.

17. Complaints Policy

- 17.1 The Parent shall be entitled to report any concern they may have in relation to the Services, any matters of safety, care, or quality, or where the Parent wishes to make a suggestion. These shall be addressed with the appropriate staff member of Treetops ELC's, or if the complaint it in relation to any of the staff, to the Principal of Treetops ELC, where in most incidences the issue can be rectified.
- 17.2 Verbal complaints will be verbally acknowledged by Treetops ELC and a timeframe specified on when a response will be provided to the complainant. Written complaints will be acknowledged by Treetops ELC in writing within forty-eight (48) hours of receiving the complaint.
- 17.3 Where the complaint is in relation to any staff member of Treetops ELC:
 - (a) the complaint, and the identity of the complainant, will be kept confidential between the parties concerned;
 - (b) a written record of events may be required to be documented by the staff of Treetops ELC in order to authenticate the complaint;

- (c) all compiled written information will be supplied to the Principal of Treetops ELC to enable an informed decision to be made regarding the complaint;
- (d) the complainant and applicable staff member(s) will be advised of the outcome of the investigation and any disciplinary action, which will be managed in accordance with the *Centre's Rules* and/or *Individual Employment Contract*;
- (e) in the event the complainant is unsatisfied with the outcome of the investigation, Treetops ELC's management and the complainant shall confer to discuss the matter further;
- (f) if the complainant is still not satisfied with the outcome, then a formal complaints can be made to the Ministry of Education.

18. Default and Consequences of Default

- 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Treetops ELC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 If the Parent owes Treetops ELC any money the Parent shall indemnify Treetops ELC from and against all costs and disbursements incurred by Treetops ELC in recovering the debt (including but not limited to internal administration fees such as late payment fees, legal costs on a solicitor and own client basis, collection agency costs, and bank dishonour fees).
- 18.3 Further to any other rights or remedies Treetops ELC may have under this Agreement, if a Parent has made payment to Treetops ELC, and the transaction is subsequently reversed, the Parent shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Treetops ELC under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Parent's obligations under this Agreement.
- 18.4 Without prejudice to Treetops ELC's other remedies at law Treetops ELC shall be entitled to cancel all or any part of any order of the Parent which remains unfulfilled and all amounts owing to Treetops ELC shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Treetops ELC becomes overdue, or in Treetops ELC's opinion the Parent will be unable to make a payment when it falls due;
 - (b) the Parent becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Parent or any asset of the Parent.

19. Termination of Enrolment

- 19.1 Without prejudice to any other remedies Treetops ELC may have, if at any time the Parent is in breach of any obligation (including those relating to payment) under these terms and conditions Treetops ELC may suspend or terminate the supply of Services to the Parent. Treetops ELC will not be liable to the Parent for any loss or damage the Parent suffers because Treetops ELC has exercised its rights under this clause.
- 19.2 If the Child is to be withdrawn from care, the Parent is to give fourteen (14) days written notice to the co-ordinator at Treetops ELC.
- 19.3 Where the Parent has notified Treetops ELC within the specified time period and has prepaid the payment for the programme, any credit shall be returned.
- 19.4 Treetops ELC may cancel these terms and conditions or terminate the Child's enrolment at any time by giving written notice to the Parent. Treetops ELC shall not be liable for any loss (including, but not limited to, loss of income) arising from such termination.

20. Privacy Policy

- 20.1 All emails, documents, images, or other recorded information held or used by Treetops ELC is "Personal Information" as defined and referred to in clause 20.3 and therefore considered confidential. Treetops ELC acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Treetops ELC acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Parent's Personal Information, held by Treetops ELC that may result in serious harm to the Parent, Treetops ELC will notify the Parent in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Parent by written consent, unless subject to an operation of law.
- 20.2 Notwithstanding clause 20.1, privacy limitations will extend to Treetops ELC in respect of Cookies where the Parent utilises Treetops ELC's website to make enquiries. Treetops ELC agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Parent's:
 - (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Treetops ELC when Treetops ELC sends an email to the Parent, so Treetops ELC may collect and review that information ("collectively Personal Information")

If the Parent consents to Treetops ELC's use of Cookies on Treetops ELC's website and later wishes to withdraw that consent, the Parent may manage and control Treetops ELC's privacy controls via the Parent's web browser, including removing Cookies by deleting them from the browser history when exiting the website.

- 20.3 The Parent authorises Treetops ELC or Treetops ELC's agent to:
 - (a) access, collect, retain and use any information about the Parent;
 - (i) including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Parent's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Parent.
 - (b) disclose information about the Parent, whether collected by Treetops ELC from the Parent directly or obtained by Treetops ELC from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Parent.

- 20.4 Where the Parent is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.
- 20.5 The Parent shall have the right to request (by e-mail) from Treetops ELC, a copy of the Personal Information about the Parent retained by Treetops ELC and the right to request that Treetops ELC correct any incorrect Personal Information.
- 20.6 Treetops ELC will destroy Personal Information upon the Parent's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- The Parent can make a privacy complaint by contacting Treetops ELC via e-mail. Treetops ELC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Parent is not satisfied with the resolution provided, the Parent can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz.

21. Service of Notices

- 21.1 Any written notice given under this Agreement shall be deemed to have been given and received:
 - (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Agreement;
 - (c) by sending it by registered post to the address of the other party as stated in this Agreement;
 - (d) if sent by email to the other party's last known email address.
- 21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

22. General

- 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Manukau Courts of New Zealand.
- 22.3 Treetops ELC shall be under no liability whatsoever to the Parent for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Parent arising out of a breach by Treetops ELC of these terms and conditions (alternatively Treetops ELC's liability shall be limited to damages which under no circumstances shall exceed the Fees).
- 22.4 This Agreement is subject, in all cases except where the Parent/Guardian is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993
- 22.5 The Parent agrees that Treetops ELC may amend these terms and conditions by notifying the Parent in writing. These changes shall be deemed to take effect from the date on which the Parent accepts such changes, or otherwise at such time as the Parent makes a further request for Treetops ELC to provide Services to the Parent.
- 22.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including, but not limited to, any Government imposed lockdowns, etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Parent to make a payment to Treetops ELC.
- 22.7 Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached)

Name:N	
	ame:
Position: P	osition:
Date: D	ate:

