



Magicaland Childcare Terms and Conditions

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Article 1 – In these general terms and conditions, the following terms are understood as:

Agreement: the childcare agreement between the childcare provider and the parent/guardian

Childcare: In New Zealand, early childhood education (ECE) refers to the range of facilities available for children under five.

Centre: defined as services that operate from specified premises and are licensed in accordance with the Education Act 1989 under the Education (Early Childhood Services) Regulations 2008. Centres have a variety of different operating structures, philosophies, and affiliations, and are known by many different names

Commencement date: the stipulated date when the childcare centre commences

Parent/guardian: The relation by blood or affinity in the ascending line or foster parent of the child that the childcare is related to.

Parties: the childcare provider and the parent

Childcare provider: Natural or legal person that operates a child centre.

Start date: The date when the agreement takes effect.

Article 2 – Applicability

- a. These General Terms and Conditions are applicable to the conclusion and implementation of the Agreement.
- b. The Agreement is concluded between the childcare provider and the Parent/guardian.

Article 3 – Supply of information

- a. If a Parent is interested in the possible placement of his/her child in a Child Centre the childcare provider shall give the Parent with an information package in which provides a description of the services in the Childcare Centre.
- b. The information package is provided In Writing and contains at least the elements needed to ensure that the necessary requirements are stated thereof and are available for inspection.
- c. After having taken note of the information package the Parent has the possibility of registering with the childcare provider as a party interested in Childcare.

Article 4 – Inquiry and Enrolment

- a. The Parent inquires with the childcare provider as a party interested in Magicland childcare and kid's gym for a specific period by means of a visiting the childcare centre and discussing important information about the childcare provider.
- b. After the parent/guardian visits or have done an inquiry, the childcare provider can immediately make the Parent/guardian an offer. It is also possible that the childcare provider places them on a waiting list.
- c. On the enrolment form the Parent/guardian indicates whether he/she agrees with the contents of the offer; General Terms and Conditions are provided within the parent's handbook.
- d. The general terms and conditions of the childcare services are applicable to the party who signed up for a spot or space.
- e. When placed on a waiting list, the childcare provider informs the Parent accordingly.

- f. Upon enrolment, the parent/guardian will provide the following documents:
1. Completed enrolment form (which includes their child's diet or food requirements)
 2. The child's immunisation book/booklet (photocopy)
 3. Other special forms that may apply.



Article 5 – The Agreement

- a. The agreement or acknowledgement stated in the enrolment form will commence on the start date agreed upon the parent/guardian and the childcare provider.
- b. All necessary information about the childcare services are stated in the parent's handbook provided through the enrolment pack.

Article 6 – Cancellation

- a. If the parent/guardian wishes to cancel his/her enrolment, a notice should be provided 7 days prior to the commencement date of the centre. There will be no extra charges and no refunds.
- b. The parent/guardian is entitled to cancel the enrolment made with the provider through a written notice made 4 weeks in advance.
- c. The parent/guardian is liable to pay cancellation costs.

Article 7 – Term and renewal of the Agreement

- a. The Agreement is concluded for the maximum term of the stipulated type of childcare.
- b. The maximum term for the childcare services runs up to the age that the child starts participating in primary education.
- c. the Parties can agree on a shorter term of at most one year.
- d. After expiry of the first Agreement the Parties can renew the Agreement. Renewal does not take place automatically.
- e. A renewal of the Agreement is agreed on in writing.
- f. An enrolment fee will be charged.

Article 8 – End of the Agreement

- a. The Agreement ends by operation of law after lapse of the term included in the Agreement
- b. In addition, the Agreement ends following termination (before the end of the term) by one of the Parties.
- c. The childcare provider is only authorised to terminate the Agreement on a compelling ground. The following are, in any case, qualified as a compelling ground:
 1. the situation where the Parent has failed to comply with his/her payment obligation for a period of one month;
 2. continuation of situations as intended in article 11 paragraph 2 under a and c;
 3. the situation as intended in article 11 paragraph 2 under b;
 4. the circumstance that the Proprietor is, due to a cause that cannot be attributed to the same, lengthily, or permanently unable to implement the Agreement;
 5. a commercial necessity that jeopardises the continuity of the location where the child has been placed.

- d. Termination takes place by means of a motivated Written notice of the one to the other Party and
- e. During the notice period the payment obligation of the Parent continues. The notice period takes effect on the date when the Parent or the childcare provider receives the notice of termination. The notice is deemed to have been received on the date of the postmark on the envelop, on the date of the email with which the notice was sent or on the date when the electronic notice was sent, unless the notice contains a different date.
- f. Other than as a result of expiry of the stipulated term and other than as a result of notice of termination the Agreement comes to an end with immediate effect in case of the death of the child.

Article 9 – Accessibility

- a. The location where the child has been placed is basically accessible to the child as long as agreement is in place between the childcare provider and the Parent.
- b. The childcare provider is entitled to deny the child and/or the Parent access to the location for the duration of the period that normal care of the child can within reason not be expected of the Proprietor and the child cannot be cared for in the usual manner. For instance, on account of the fact that:
 - 1. the child requires additional care due to sickness or otherwise;
 - 2. the child and/or the Parent represent a risk or threat to the mental and/or physical health or safety of others after having been warned, unless a warning can within reason not be expected of the Proprietor;
 - 3. the care of the child disproportionately encumbers or hinders normal care of the other children.
- c. If the Proprietor denies the child and/or the Parent access to the location, then the Proprietor shall enter into discussions with the Parent in order to arrive at a solution for the situation acceptable to all Parties.

Article 10 – Mutual Obligation

- a. The Parties jointly provide for adequate exchange of information about the child.
- b. The Parties transfer the responsibility for the child to each other in the following method:
 - 1. When dropping off the child the Parent is responsible and when picking up the Child the Proprietor until the Parties can within reason assume that the transfer of responsibility took place.

Article 11 – Obligations of the Childcare Provider

- a. In pursuance of the Agreement the childcare provider is held to deliver Childcare on the basis of the stipulated terms and conditions.
- b. The Proprietor warrants that:
 - 1. The child that falls under its responsibility:
 - are cared for with good practices and following the early childhood care standards of New Zealand
 - provide the best care for their children through qualified and experienced teachers, staff, and relievers.
 - 2. The centre facilities passed the standards of the early childhood education in New Zealand. Including health and safety provided around the centre.

- c. The childcare provider takes the individual wishes of the Parent into account to the extent that this is reasonably possible.

Article 12 – Obligation of the Parent

- a. The Parent already reports particulars of a medical nature or in the development of the child with the enrolment form and upon confirmation of registration.
- b. The Parent sees to it that the childcare provider disposes of all data that are important to the availability of the Parent.
- c. The Parent observes the rules that are applicable in the Child Centre.
- d. The Parent drops off and picks up the child in a timely fashion and provides for compliance with this obligation by those who drop off and pick up the child on his/her behalf.
- e. The childcare provider establishes the authority of others than the Parents to pick up the child from the Childcare in Writing, if so requested by the Parent.
- f. The Parent pays the childcare provider in conformity with the relevant stipulated arrangements and within the payment term, at least bears responsibility for the same.

Article 13 – Change of the Agreement

- a. The childcare provider is entitled to unilaterally change the Agreement for compelling reasons. Compelling reasons are, in any case, changes in legislation and regulations or commercial circumstances that jeopardise the continuity of the location where the child has been placed.
- b. The childcare provider announces the changes in the Agreement in a timely fashion with a notice that amounts to at least one month.
- c. If the change of the Agreement results in an essential change in the Childcare to be provided, then the Parent shall be authorised to dissolve the Agreement as from the day that the change takes effect.

Article 14 – The price and change of the price

- a. The price that the Parent needs to pay for the Childcare is stipulated in advance.
- b. The childcare provider is authorised to change the stipulated price three months after the Start Date, including an increase. The childcare provider announces this kind of price change in advance. The price change cannot take effect earlier than one calendar month plus one week after the announcement.



Article 15 – The payment and late payment

- a. The Parent pays on the basis of a Written invoice and at the latest on the payment date specified on the invoice. Possible reliance on a provided security deposit equals payment. The invoice is provided without charge.
- b. If a Parent pays to a third party designated by the childcare provider, then the Parent shall consequently be released from his/her payment obligation. The designation by the Parent of a third party that must provide for payments shall not affect the liability of the Parent for (timely) payment. Possible payment by a third party on behalf of the Parent shall however release the Parent from his/her payment obligation.
- c. Failing complete and timely payment the Parent shall be in default by operation of law.

- d. After the expiry of the payment date the childcare provider sends a Written payment reminder and gives the Parent the opportunity to yet pay within 14 days after receipt of this payment reminder. Moreover, the Proprietor warns the Parent in this payment reminder for the cancellation authority of the childcare provider in pursuance of article 10 paragraph 3 under a. This payment reminder must be sent at least 14 days before there is question of said authority.
- e. If after the expiry of the time limit specified in the payment reminder payment still did not take place the childcare provider charges interest as from the expiry of the final due date specified in the invoice. The interest equals the statutory interest.
- f. Extrajudicial costs incurred by the childcare provider in order to force payment of a debt of the Parent can be charged to the Parent. The level of the extrajudicial collection costs is subject to statutory limitations.
- g. payment shall first be applied to the satisfaction of the payable costs and interest and then to the satisfaction of the oldest outstanding debts.

Article 16 – Complaints Procedure

- a. Fill up Magicland’s complaint/feedback form and drop it in the suggestion box provided.
- b. Within 2-3 working days, our centre manager will contact you to set for a private meeting to discuss the problem and action to be taken.
- c. If you are still not satisfied with the action taken by our centre, you may contact the Ministry of Education directly and discuss your concerns.

Article 17 – Transitions

Policy details

New Children

- a. Parents and children are encouraged to visit as often as possible before the child is expected to attend. We suggest visiting regularly for at least the fortnight prior to your child’s official start date. Parents are encouraged to get to know their child’s teachers during this transition time.
- b. Parents are welcome to stay during the first stages of transition until their child is settled into an activity or happy with a teacher; Parents are encouraged to share their knowledge of their own child with our teachers to help the settling process; Parents are welcome to bring, in the initial stages, any special toys or cuddles that might help their child to settle.
- c. Parents are encouraged to complete and return the “All About Me” form and any applicable routine to help with the settling of their child and keep the Centre informed of routine updates.

Transitioning Children

Movement between groups is based on developmental readiness and availability of space.

- d. Parents are notified and kept informed about the likelihood and timing of any space becoming available.
- e. Before a child’s transition, information including sleep time patterns, comforters, food likes and eating habits, interests, toileting, language etc. is given to the Room Supervisor in the transitioning room.
- f. In preparation for transition teachers encourage children to master the skills necessary for success in the child’s new environment; Portfolios, updates, photos etc will be passed through to the new Room Supervisor with information updates on the child.



- g. The child will visit their new room for a few hours each day to get to know the environment and their teachers.

Transition to School

Policy details

We will include in our programme:

- a. A balance between structure and free play;
- b. Routines that encourage self-help, growing independence, and positive attitudes towards eating and toileting skills;
- c. Opportunities to develop pre-writing skills e.g. Children are encouraged to develop their fine motor skills by correcting using paint brushes, pencils and felt pens etc.
- d. Familiarity with numbers and their uses in a wide range of activities in the Centre setting;
- e. Opportunities for developing verbal communication with teachers and peers on a one on one basis as well as in small and large groups;
- f. Encouraging children to develop good social skills where their self-esteem is promoted and emotional needs are met;
- g. Problem solving and decision-making skills; Children's portfolios will be returned to the child when leaving for school.

Children aged 4 years and above will participate in small group learning in a structured Transition to School programme for an hour a day. This will involve fun activities designed to help Transition to School easier such as scissor skills, pencil skills, alphabet and number recognition, name writing and recognition and left to right reading skills

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