

Terms and Conditions - Refer a Friend

1. The Promoter

This program is run by **Amara Early Learning Centre** ("Amara", "we", "us", or "our").

- **Legal entity:** Amara Early Learning Centre 1 Pty Ltd (ABN 79 680 196 454)
- **Address:** 82 Princess Road, Balga WA 6061
- **Contact:** enquiries@amaraelc.com.au · 08 6288 8282

By participating in this program, you agree to these Terms and Conditions in addition to Amara's standard enrolment terms.

2. Program Summary

When a current Amara family (the "Referrer") refers a friend who is new to Amara (the "Referred Family"), and that friend enrolls a child who then attends for a qualifying period, **both families receive two weeks of free care**, applied as a credit to each family's Amara fee account.

The value of "two weeks free care" is calculated on each family's out-of-pocket (gap) fees, as set out in clause 9.

3. Program Period

- **Start date:** 1 July 2026
- This is an ongoing program with no fixed end date. It runs until Amara amends, suspends, or withdraws it.
- Amara reserves the right to amend, suspend, or withdraw the program at any time at its sole discretion, subject to applicable law and clause 17.
- Referrals already made and pending a reward at the time the program is amended or withdrawn will be honoured where the eligibility requirements are subsequently met, except where the program is withdrawn due to fraud, misuse, or a legal or regulatory requirement.

4. Definitions

For the purposes of these Terms:

- **Referrer** - a current Amara family who refers a Referred Family, as described in clause 5.
- **Referred Family** - a family who is new to Amara and enrolls a child following a referral, as described in clause 6.
- **Referred Child** - the child enrolled by the Referred Family whose attendance triggers the reward.
- **Qualifying Period** - four (4) consecutive weeks of attendance by the Referred Child, as described in clause 8.
- **Daily Rate** - Amara's standard daily gross fee (as at the date of these Terms, \$160 per day).
- **Out-of-pocket fee** - the fee a family is liable to pay after any Child Care Subsidy (CCS) and Additional Child Care Subsidy (ACCS) has been applied; also referred to as the "gap fee". Where CCS is not active, the out-of-pocket fee is the full Daily Rate.

5. Eligibility - Who Can Refer (the Referrer)

To refer a friend under this program, you must:

- Be a current Amara family with at least one child actively enrolled at Amara at the time the referral is made
- Remain a current, actively enrolled Amara family at the time the reward credit is applied (see clause 11)
- Not be an employee, director, or immediate family member of a staff member or owner of Amara Early Learning Centre

A family cannot refer themselves, and cannot refer another family in the same household.

6. Eligibility - Who Counts as a Referred (New) Family

To count as a Referred Family under this program, the family must:

- Be new to Amara - that is, a family with no child currently enrolled at Amara, and not a family who has previously withdrawn and is re-enrolling
- Not be enrolling a sibling of a child already enrolled at Amara (sibling enrolments are not referrals for the purposes of this program)
- Enrol a child aged 0 to 5 years and sign Amara's standard enrolment agreement

- Name the Referrer at the time of their first tour booking or enrolment (see clause 7)
- Be a different household from the Referrer
- Not be an employee, director, or immediate family member of a staff member or owner of Amara Early Learning Centre

Only one reward is available per Referred Family.

7. How to Participate

1. **The Referrer shares Amara** with a friend - using their personal referral link, referral card, or simply by giving their name.
2. **The Referred Family books a tour and enrolls.** At the time of their first tour booking or enrolment, the Referred Family must name the Referrer (by referral link, referral code, or the Referrer's name) so the referral can be recorded.
3. **The Referred Child attends for the Qualifying Period** (clause 8).
4. **Both families receive the credit** (clauses 9 and 10).

Attribution is essential. The referral must be recorded at the time of the Referred Family's first tour booking or enrolment. A referral cannot be claimed retrospectively for a family who had already booked a tour, made an enquiry, or joined Amara's waitlist before being referred.

8. The Qualifying Period

- The reward applies only after the Referred Child has completed **four (4) consecutive weeks of attendance** from their first day at Amara.
- "Attendance" for this purpose means any week in which the child is booked to attend, regardless of whether the child was present on all booked days (approved absences do not, by themselves, break the four-week period).
- If the Referred Family's enrolment is cancelled or the Referred Child withdraws before the Qualifying Period is completed, no reward is payable to either family.

9. The Reward - Two Weeks Free Care

"Two weeks free care" means a credit to the relevant family's Amara fee account equal to the fees that family would otherwise be liable to pay - that is, the out-of-pocket (gap) fee after any CCS and ACCS - for **two (2) weeks of that child's ordinary booked days**.

- **Measured on the booking pattern.** "Two weeks" is measured against the child's standard weekly booking pattern. For example, a child booked three (3) days per week receives a credit equal to six (6) booked days of out-of-pocket fees.
- **Calculated at the time of application.** The credit is calculated using the Daily Rate, booking pattern, and CCS percentage applicable to that child at the time the credit is applied.
- **Families without active CCS.** Where a family's CCS is not active at the time the credit is applied, the out-of-pocket fee is the full Daily Rate for the relevant booked days, so those families effectively receive two weeks free at the full rate.
- **Whose fees.** The Referrer's credit is calculated on the Referrer's own enrolled child's booked days. The Referred Family's credit is calculated on the Referred Child's booked days.
- **What it applies to.** The credit applies to standard childcare fees only. It does not apply to non-standard charges (for example, late pick-up fees, excursion fees outside the standard fee structure, or replacement items), which are charged in full.

10. How and When the Credit Is Applied

- Once the Referred Child completes the Qualifying Period, Amara will apply the two-week credit to both the Referrer's and the Referred Family's fee accounts, ordinarily within one billing cycle.
- The credit is applied against future fees. It is not paid in cash and is not provided as a refund.
- Both credits are contingent on the Qualifying Period being met. If it is not met, neither credit is payable.

11. Using the Credit

- **The Referrer must still be current.** The Referrer must be a current, actively enrolled Amara family at the time the credit is applied. If the Referrer has withdrawn before that time, the Referrer's credit is forfeited. This does not affect the Referred Family's credit, provided the Referred Family remains eligible.

- **No cash value.** Credits have no cash-redemption value, are not transferable to another family or account, and cannot be exchanged for cash or any other benefit.
- **Unused credit on exit.** Any portion of a credit that remains unused at the time a family leaves Amara is forfeited and is not redeemable for cash. Nothing in this clause limits any right or remedy you may have under the Australian Consumer Law.

12. Number of Referrals

- There is no limit on the number of new families a Referrer may refer.
- Each genuine, eligible referral that meets these Terms earns a separate reward.
- All referrals are subject to Amara's verification and fraud checks (clause 14).

13. Combining With Other Offers

- The referral reward cannot be combined with any other Amara promotional fee offer or discount applying to the same child for the same period. Where a family qualifies for more than one promotional offer, Amara will apply whichever provides the greater benefit, unless Amara agrees otherwise in writing.
- Standard Amara programs that are not promotional in nature - including the 3 Days CCS Guarantee and sibling discounts - continue to apply in their usual way.

14. Verification, Fraud, and Right to Decline

Amara reserves the right to:

- Require that the referral be recorded at the time of the Referred Family's first tour booking or enrolment, and to decline any referral claimed retrospectively (see clause 7)
- Verify that the Referrer and the Referred Family each meet the eligibility requirements
- Request additional information or documentation at any time
- Decline or withhold a reward where Amara has reasonable grounds to believe that the eligibility requirements have not been met, that the referral is not genuine, or that false or misleading information has been provided
- Take legal action to recover the value of any credit provided on the basis of false or misleading information

Amara's decision in relation to eligibility is final for the purposes of administering this program, and is without prejudice to your rights under the Australian Consumer Law or to make a complaint to any applicable body.

15. Privacy

- Personal information collected for the purposes of this program will be handled in accordance with Amara's Privacy Policy, available at <https://www.amaraelc.com.au/privacy-policy/>
- Information collected may include the Referrer's name and referral details, and the Referred Family's contact details (name, phone, email) and enrolment information.
- Where a Referrer provides a friend's contact details so that Amara can contact them, the Referrer confirms that the friend has agreed to being contacted by Amara about the program.
- By participating, you consent to Amara using your information to process, administer, and verify referrals and rewards under this program.

16. Limitation of Liability

- To the maximum extent permitted by law, Amara is not liable for any loss, damage, or expense arising from participation in this program, from any delay in applying a credit, or from any change in CCS eligibility or rates that affects the value of a credit.
- Nothing in these Terms excludes, restricts, or modifies any guarantee, right, or remedy that cannot be excluded under the Australian Consumer Law.

17. Amendments

Amara reserves the right to amend these Terms and Conditions where necessary for legal, regulatory, or operational reasons. Any material changes will be published on the program landing page and will apply to all referrals made from the date of the change. Referrals already made and pending a reward at the time of a change will be honoured under the Terms that applied when the referral was made, except where a change is required by law to apply immediately.

18. Governing Law

These Terms and Conditions are governed by the laws of Western Australia and the Commonwealth of Australia. Any disputes are subject to the exclusive jurisdiction of the courts of Western Australia.

19. Contact

If you have any questions about the program or these Terms and Conditions, please contact:

Amara Early Learning Centre

Email: enquiries@amaraelc.com.au

Phone: 08 6288 8282

Address: 82 Princess Road, Balga WA 6061

Last updated: 7 July 2026 (v2)

END OF TERMS AND CONDITIONS