

# MINDSPROUT TERMS OF SERVICE

Upon signing, you explicitly agree to comply with the terms of service set out below and reaffirm your acceptance of these terms and all the obligations, limitations and indemnities contained within them each time you engage MindSprout's services.

## 1. General:

- 1.1 All MindSprout employees are screened, reference checked and (if 18+) hold a current verified NSW Working with Children Check.
- 1.2 We're committed to the health and safety of all children, participating families and our staff members. As such we reserve the right to refuse participation and/or cancel services if we believe harm may be caused to another participant or staff member. MindSprout may also refuse the participation of any individual who intentionally bullies or harasses a participant or staff member.
- 1.3 MindSprout will provide services in agreement with parents/carers after consultation is conducted. The focus and intent of our service is agreed with you before commencement. Both a verbal and written briefing is then provided to the assigned staff member(s). If you require a copy of consultation notes and/or staff briefing information, you may request this by writing to enquiries@mindsprout.com.au.
- 1.4 MindSprout is committed to the ongoing growth and development of children however take no responsibility for child/student results or outcomes.
- 1.5 You acknowledge and agree that all information provided by you to MindSprout is accurate to the best of your knowledge and that you will notify MindSprout of any change to the information provided.
- 1.6 You agree to provide appropriate car restraints that are safe and in good working condition if requiring a MindSprout employee to use their vehicle for driving your child(ren) to and from agreed activities/locations. You further agree and understand that all children must be seated in the back seat of a vehicle when being transported by a MindSprout employee unless unavoidable.
- 1.7 You agree that your residence or specified location (if a private residence) is safe for MindSprout staff. You also agree to complete a Workplace Health and Safety Information form.
- 1.8 You acknowledge that MindSprout workers are not required to have qualifications or experience and as such are not acting as therapists or professionals in providing support. Further they are unable to administer/perform/use restrictive practices.
- 1.9 You agree to notify MindSprout of any changes to the safety or structure of your home (e.g. if you are undertaking renovations etc.) or if there is to be any other people onsite while MindSprout employees are present (e.g. tradespeople or family who do not usually reside at the location).
- 1.10 You acknowledge that you cannot solicit any employee of MindSprout to be employed by you directly or attempt to solicit an employee of MindSprout to be employed by a family member, friend or acquaintance.
- 1.11 You agree to provide all necessary documentation relating to your child that may be necessary for the purposes of providing support (this may include medical or health professional reports and information, NDIS goals, legal/custody documents etc.)
- 1.12 It is a condition of this agreement that you have read and understood the MindSprout Client Protection Policy as provided to you by MindSprout.

## 2 Fees, payments and invoicing:

- 2.1 You agree to pay all fees as invoiced by MindSprout for services provided (or to be provided) at the agreed rate. Fees that remain unpaid beyond their due date may result in services being suspended until payment is received.
- 2.2 For tutoring services, bookings are per term or part thereof if new services start after the commencement of term.
- 2.3 Minimum bookings apply for all services as follows;
  - 2.3.1 Tutoring: Mon-Fri – 90minute session
  - 2.3.2 Tutoring: Sat – 2hour session
  - 2.3.3 Disability support work: Mon-Sun - 2hour session
- 2.4 If accessing NDIS or other third-party funding, it is the responsibility of the party signing this service agreement to ensure adequate funding is available for services booked and provided. Any and all services provided by MindSprout must be paid for and the party signing this agreement is ultimately responsible for payment.
- 2.5 Payments must be made by the due date. No responsibility will be taken by MindSprout for incorrect transfer of funds.
- 2.6 For disability support services, invoices are issued fortnightly for the previous 2 weeks services and payable within 7 days.
- 2.7 For tutoring services, invoices are issued at the commencement of term or commencement of service for the current school term and are payable via direct debit in equal fortnightly installments during the term unless otherwise agreed.
- 2.8 In the event, you or your nominated contact does not arrive to collect your child(ren) at the agreed time, a rate of \$2 per minute will be charged. This rate increases to \$4 per minute beyond the first 60 minutes.

## 3 Cancellations:

- 3.1 Cancellation by a client of services within 24 hours of the commencement of an agreed scheduled service will incur full fees equal to the agreed booking period. For example, if your agreed booking is for 3.5 hours and you cancel or reduce the booking within 24 hours of this booking/shift starting, you will be charged the full 3.5 hours.
- 3.2 If MindSprout or an employee of MindSprout cancel a scheduled and pre-paid service, a full credit for that session will be provided. MindSprout make no commitment to replacing a staff member when a cancellation occurs.

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**3.3** A credit note may be issued for cancellations made where 24 or more hours' notice has been given if:

**3.3.1** No more than 2 sessions have been cancelled within a term

### **4 Limitation of Liability:**

**4.1** You understand and agree that your/your child(ren)'s enrolment in MindSprout Services may carry with it, risk of injury, loss or damage of personal property and you willingly and knowingly accept this risk. You also understand and agree that while MindSprout will make every effort to ensure participants are safe and take all necessary steps to minimise risk for clients participating in MindSprout's Services including social, recreational and community activities, MindSprout cannot be held liable for any loss or damage of personal property or personal or bodily injury except with respect to liabilities arising from gross negligence, fraud or willful misconduct.

### **5 Disputes/Complaints:**

**5.1** Any queries, issues or disputes regarding fees or services should be raised with MindSprout management in writing to enquiries@mindsprout.com.au.

### **6 Variation of terms:**

**6.1** MindSprout terms of service and fees are subject to change. Any substantive change will be communicated with you via phone, text, email and/or through publication on our website, Facebook page or communication platform prior to that change taking effect. Wherever reasonable and practical a notice period of 7 days will apply.

### **7 Privacy:**

**7.1** MindSprout Pty Ltd is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at [www.aaic.gov.au](http://www.aaic.gov.au)

**7.2 Personal Information and why we collect it:** Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include names, addresses, email addresses, DOB, phone numbers. This Personal Information is obtained in many ways including interviews, consultations, correspondence, by telephone, by email, via our website [www.mindsprout.com.au](http://www.mindsprout.com.au), from cookies and from third parties. Publicly available information, such as information on a public website profile is not considered personal information.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our marketing lists at any time by contacting us in writing. When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

**7.3 Sensitive Information:** Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

**7.3.1** Sensitive information will be used by us only:

**7.3.1.1** For the primary purpose for which it was obtained

**7.3.1.2** For a secondary purpose that is directly related to the primary purpose

**7.3.1.3** With your consent; or where required or authorised by law.

**7.4 Third Parties:** Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

**7.5 Disclosure of Personal Information:** Your Personal Information may be disclosed in circumstances including the following; Third parties where you consent to the use or disclosure; and where required or authorised by law.

**7.6 Security of Personal Information:** Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years or as legislatively required.

**7.7 Access to your Personal Information:** You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing. In order to protect your Personal Information, we may require identification from you before releasing the requested information.

**7.8 Maintaining the quality of your personal information:** it important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up to date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

**7.9 Policy Updates:** This Policy may change from time to time and is available on our website.

**7.10 Privacy Policy Concerns and Enquiries:** If you have any queries or complaints about our Privacy Policy, please contact MindSprout management by writing to enquiries@mindsprout.com.au