

Work + Family Solutions Terms & Conditions

Registration details

1. I confirm that:
 - I am the/a person with the care, custody and control of the individual nominated on my Registration Form (my **Care Recipient**); and
 - the details provided on my Registration Form are all true and correct.

Care Recipient Care

2. I delegate the custody and control of my Care Recipient to Bright Horizons Australia whilst Bright Horizons Australia is caring for my Care Recipient and agree to accept the Employees and (where applicable) the facilities that Bright Horizons Australia provide to care for my Care Recipient.
3. I acknowledge that, although Bright Horizons Australia warrants that it will, at all times and to the best of its ability, use all reasonable care in respect of my Care Recipient, there are inherent and unforeseeable dangers and difficulties in providing the Services and Bright Horizons Australia cannot guarantee the wellbeing of my Care Recipient at all times.
4. In emergency circumstances which do not allow Bright Horizons Australia to consult or seek to consult with a parent or guardian, I authorise Bright Horizons Australia to take any action it considers reasonably necessary, appropriate or in the best interests of my Care Recipient in the circumstances to protect my Care Recipient or any other child at a Centre or otherwise under its care or control.
5. I understand that Bright Horizons Australia has mandatory reporting obligations under law. Bright Horizons Australia staff must report

suspicious of harm or risk of harm in the best interest of my Care Recipient. Bright Horizons Australia's internal team will assess any reports and identify whether Bright Horizons Australia must report or notify any authority in compliance with its reporting obligations.

Medical acknowledgements and consents

6. I acknowledge and agree that it is my responsibility to advise Bright Horizons Australia of any medication taken by my Care Recipient prior to arrival, upon placing my Care Recipient into Bright Horizons Australia's care.
7. I understand and agree that it is my responsibility to inform Bright Horizons Australia in writing of any medical conditions or allergies affecting my Care Recipient, or any changes to these, and to provide:
 - an up-to-date written medical action plan or management instructions issued by a medical professional; and
 - any medication required.
8. I understand and accept that an Employee can only administer medication to my Care Recipient if:
 - the medication has been authorised by my Care Recipient's parent or guardian and, where required, a registered medical practitioner; and
 - the details of the medication including its location and instructions for its administration have been accurately communicated to the Employee and recorded in a Medication Authorisation Form; and
 - in accordance with Bright Horizons Australia's care policy available in the FAQ's on the Back Up Care Platform.
9. If my Care Recipient's temperature is at or above 38.5°C and Bright Horizons Australia is unable to contact me, or any person listed on my Care Recipient's Registration Form as being authorised to provide medical consent, within a

reasonable time, I permit Bright Horizons Australia to administer 1 dose of paracetamol only to my Care Recipient in accordance with the dosage recommendations of the manufacturer.

10. In the event of any illness or injury to my Care Recipient whilst my Care Recipient is in the care, custody or control of Bright Horizons Australia, and if in the opinion of Bright Horizons Australia, it is necessary to do so, I authorise Bright Horizons Australia to seek urgent:

- medical or dental treatment from the registered medical practitioner on my Care Recipient's Registration Form, from another registered medical practitioner or from a hospital or ambulance service; and/or
- assistance from any person nominated on my Care Recipient's Registration Form; and/or
- ambulance transportation.

I acknowledge Bright Horizons Australia will inform me as soon as possible about the nature of the illness or injury to my Care Recipient.

11. I agree to reimburse Bright Horizons Australia for any charges, costs or expenses incurred by it in obtaining any medical, hospital or related treatment for my Care Recipient.

12. I acknowledge where contact with listed parent(s) cannot be established, Bright Horizons Australia may rely on the instructions of the authorised additional contacts that I have listed in the Registration Form. I also acknowledge and authorise that the additional contacts can provide consent in medical and/or emergency situations, and/or to take responsibility for my Care Recipient, as specified in the Registration Form. I further acknowledge that I am required to ensure that the listed additional contacts are up to date.

In Centre Services

13. Clauses 14 to 22 apply to In Centre Services only.
14. I acknowledge that in the event of an outbreak of a vaccine-preventable disease at a Centre, Bright Horizons Australia may be required to notify the relevant state government's health department (Department of Health) of any children in that Centre that have not been fully immunised. If my Care Recipient is not fully immunised my Care Recipient may be excluded from attending the Centre for such time as the Department of Health determines.
15. I authorise Bright Horizons Australia to apply:
 - an SPF30+ sunscreen to all unprotected areas of skin on my Care Recipient as necessary; and/or
 - non-prescription insect repellent, nappy rash cream, moisturiser, and/or teething gel to my Care Recipient as necessary.unless I have expressly prohibited such application in writing.
16. I authorise Bright Horizons Australia to respectfully check my Care Recipient's head if it is concerned about the presence of head lice.
17. I agree to provide to Bright Horizons Australia upon request, a copy of my Care Recipient's current immunisation statement from the Australian Immunisation Register available through Medicare.
18. I consent to Bright Horizons Australia taking my Care Recipient on local excursions which do not include any type of transportation or the crossing of main roads.
19. I acknowledge that Bright Horizons Australia provides or brings third party service providers onto the Centre to provide, activities or programs that Bright Horizons Australia consider to be in the interests of my Care Recipient. I consent to my Care Recipient's participation in these activities or programs.

20. I consent to my Care Recipient being photographed and/or filmed while in the care of Bright Horizons Australia and any resulting images, together with my Care Recipient's first name and information about my Care Recipient's activities and interactions, being used by Bright Horizons Australia in connection with the Services, including for:
- display in a Centre or use in connection with Centre activities, programming, staff training and student assessments;
 - keeping records of my Care Recipient's activities including artwork (whether done in a group or individually); and/or
 - recording dietary or allergy information or for other health or wellbeing purposes;
- but excluding any use for marketing or promotional purposes, for which specific consent will be sought.
21. I acknowledge that Bright Horizons Australia may operate closed circuit television systems (CCTV) at the Centre for the following reasons:
- to assure the security and safety of Employees, children and visitors to the Centre;
 - to support incident reporting;
 - staff training; and
 - as a deterrent against crime.
- and by accepting these Terms, I acknowledge that I have been given adequate notice of any intended use of CCTV at the Campus. I understand that personal information collected by CCTV devices will be handled in accordance with Bright Horizons Australia's privacy policy which is accessible on the Bright Horizons Australia website.
22. I consent to my Care Recipient being collected from or brought to the Centre by any authorised person listed on the Registration Form, even if I have not given

prior advice of such collection and agree to advise Centre Employees if my Care Recipient is to be collected by any other person.

23. I acknowledge that Bright Horizons Australia may require any person collecting my Care Recipient to be introduced to the appropriate Employees and provide photo identification prior to my Care Recipient being released to them.

Booking requests and cancellations

24. I may cancel or modify my booking any time before 5:00 p.m. (AEST) two business days prior to care without penalty. If I cancel or reschedule after 5:00 p.m. (AEST) two business days prior to care, I acknowledge that the care session will be counted as a utilisation under my Employer's contract with Bright Horizons.
25. I agree that if my Care Recipient is collected late from a Centre after my booked session has ended, the care session will be counted as an additional 0.5 utilisations under my Employer's contract with Bright Horizons.
26. Same day booking requests are subject to Bright Horizons Australia's availability and are never guaranteed. Requests can be made 24/7 online or during operating hours 7am – 6pm, Monday – Friday with the care consultant team. However, confirmation of arrangements typically occurs when Bright Horizons Australia is open for business, from 7am the next day. Booking requests require a minimum of 2 hours' notice, prior to the start time of when the care is required.

No solicitation of staff

27. I will not offer to employ or engage or procure or seek to procure the services of any Employee of Bright Horizons Australia during my Care Recipient's care and for a period of 12 months after my Care Recipient's care ends.
28. If I breach clause , I will pay Bright Horizons Australia a placement fee of up to \$10,000.

Privacy

29. I acknowledge that Bright Horizons Australia:
 - collects personal information (including sensitive information) in relation to provision of the Services and to invoice my Employer; and
 - may disclose this personal information to its associated companies, and other third parties as required.
30. I confirm that I am aware of Bright Horizons Australia's privacy policy which is accessible on the Bright Horizons Australia website at [Bright Horizon Privacy Policy](#).

Behaviour of Parents/Guardians

31. I acknowledge the personal and sensitive nature and context of the Services and information provided in relation to the Services and agree to keep, and ensure that others keep, all correspondence, documents, photos and/or other information provided to me by Bright Horizons Australia or in relation to the Services confidential.
32. I agree that I have a responsibility to treat all Bright Horizons Australia Employees with respect, and I always agree to behave appropriately when dealing with any Employee. Swearing, raised voices, rudeness, bullying, harassment, inappropriate conduct or victimisation of Employees will not be

tolerated, and I understand my Care Recipient's care may be terminated if I breach this provision.

33. I understand that Bright Horizons Australia can choose not to accept my Care Recipient into care if:
- any of these Terms are breached; or
 - Bright Horizons Australia believes it is unable to adequately care for my Care Recipient due to any special, medical, or behavioural needs.
34. Bright Horizons Australia reserves the right to terminate, without notice, the Services in respect of my Care Recipient if it believes (in its absolute discretion) that to do so is in the best interests of:
- the Care Recipient,
 - other children in that Centre,
 - the Employees; or
 - the business operations or reputation of Bright Horizons Australia.
35. I acknowledge that if Bright Horizons Australia refuses to provide the Services to my Care Recipient, Bright Horizons will disclose the reasons for this refusal to my Employer.

Amendments

36. I accept that Bright Horizons Australia may change these Terms without notice to me provided that the updated Terms are made available on the Back-Up Care Platform.
37. If changes to the Terms would reasonably be expected to be material, I will be given reasonable notice before such changes apply.

Governing law

38. The laws of the State where the Care Recipient is cared for apply to these Terms and any services provided by Bright Horizons Australia.

Glossary

Bright Horizons Australia means Only About Children Pty Limited ACN 107 666 624 trading as Bright Horizons Australia and/or any associated or contracted third party entity that manages or provides Services and where the context requires includes its Employees.

Employee means any employee, servant, contractor or agent of Bright Horizons Australia.

Employer means my employer.

In Centre Services means services made available to me by my Employer in relation to the education, development, care, and well-being of children aged between twelve (12) weeks and six (6) years and related services provided at a Centre.

Medication Authorisation Form means the form described as such and is completed and shared with the Employee before In Home Care commences.

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Registration Form means the profile set up, registration and booking request form completed by me.

Services means, depending on the location of the Services provided by Bright Horizons Australia.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.