

**SCHOOL HOLIDAY PROGRAM ENROLMENT
- TERMS OF SERVICE -**

General

1. This program is provided by Bright Sparks Learning & Development Pty Ltd (ABN: 28 614 989 632) trading as Beyond Distinction. Headquarter Address: Beyond Distinction, Adjoining Cabarita Swim Centre, Cabarita Park CONCORD NSW 2137. Website: www.beyond-distinction.com.au
2. Please note that some extra-curricular activities are inherently dangerous and that despite appropriate measures being taken, injuries (including serious injuries) to students may still occur. If any injuries occur, our immediate focus will be to assist the injured child as appropriate. In serious cases, this may involve administering first aid or organising medical attention.
3. To the extent permitted by law, our liability to you, the enrolled student or any third party, whether under statute, in contract or in tort, including for negligence or otherwise is limited to the aggregate of the fees paid by you to Beyond Distinction under this agreement.
4. Whilst we endeavour to ensure that the scheduled activities are available, sometimes we will need to change the activities without notice for reasons outside our control – for example, illness of instructors or staff, inclement weather and the like. When this occurs, we will make alternative arrangements to ensure that all children receive the opportunity to participate in an alternative activity.
5. Please note that in limited instances, some activities are delivered by third parties in their own right. When that is the case, we will let you know as you will be required to contract directly with that third party in order for your child to enrol with Beyond Distinction and participate in that activity. Please note that you are not required to make any payments to that third party and all payment arrangements will be managed directly by Beyond Distinction.

Consent to Medical Treatment & Health Conditions

6. In the event of an emergency, illness or accident concerning your child and the staff member being unable to contact you or other persons authorised by you, you consent to Beyond Distinction seeking urgent medical, dental or hospital treatment or ambulance service and also carrying out on your behalf medical, dental, hospital treatment in the event that such action appears to be necessary because the child has been injured, or is ill and you accept liability for medical, dental, hospital and ambulance expenses.
7. You are required to collect or make arrangements for the collection of the child referred to in this Enrolment Form if he/she becomes unwell or injured at the Beyond Distinction HQ, within one-hour (1) of being notified by Beyond Distinction staff.
8. If the child was unwell in the 48 hours prior to attendance, including symptoms of vomiting, diarrhea, fever, pain, infections or contagious conditions etc, they should not attend Beyond Distinction programs without first attaining a clearance certificate from a medical practitioner.
9. You also agree to abide by all of Beyond Distinction policies and procedures that are in effect from time to time. Copies of all relevant materials can be found at www.beyond-distinction.com.au.

Fees & Charges

10. Fees are to be paid in advance, along with a signed enrolment form before the above named child is allowed to join our program.
11. *Enrolment Cancellations & Change Requests:* We require a minimum of 5 business days' notice for any changes to enrolment days (subject to availability). Requests to cancel an enrolment and/or seek a refund due to serious illness and/or injury after the start of the program must be submitted in writing, along with a medical certificate to info@beyond-distinction.com.au. Any other cancellation requests due to exceptional circumstances will be considered on a case by case basis. An administration fee of thirty dollars (\$30) will be charged for all refunds approved by Beyond Distinction. No refunds will be provided for partial attendance once the program has started.
12. Fees are still payable if your child does not attend enrolled days due to illness, personal holidays or other miscellaneous absences.
13. Any failure or late payment of the fees (or any direct debit dishonour) may result in the enrolment being cancelled or suspended until all outstanding fees are paid. In the event that the direct debit from your nominated bank account card is dishonoured by our bank we will impose a thirty dollars (\$30) administration fee for each dishonoured payment.

14. If you leave Beyond Distinction owing outstanding fees or charges, we have the right to recover the debt through our nominated collection agency and you shall be liable for all costs associated with the recovery process on a full indemnity basis.
15. You agree and understand that you are liable and responsible for the payment of all fees and charges.
16. *Illness/Absences: No credit or refunds will be provided for non-attendance.*
17. *Late Pickup Fees:* Beyond Distinction's HQ operating hours for the school holiday programs are strictly between 8:30am and 4:00pm. Children who are collected after the closing time will be charged a \$30 late fee plus \$3 for each minute the authorised person is late to collect the child.
18. We may, from time to time, offer our services on a 'trial' or 'promotional' basis. We will advise you specifically when this is the case. Subject to any specific arrangements, these terms and conditions will still apply. We may introduce, amend, withdraw or impose conditions on any trial or promotional offer at any time. Such trial and promotional offers are limited in scope and duration and your participation is not guaranteed.

STUDENTS, PARENTS AND CARERS PRIVACY COLLECTION NOTICE

To whom are you disclosing your personal information? Bright Sparks Learning & Development Pty Limited ABN 28 614 989 632 (we, us, our)

Why we do collect your personal information? Personal (including health information) is collected for the primary purpose of providing our services to each student in a safe, friendly and supportive environment and for other directly related purposes including but not limited to communicating with parents and carers on a student's progress, ensuring the safety and welfare of students, staff and others involved in our operation, assessing and evaluating the effectiveness of our services, operational and administrative purposes and satisfying our duty of care obligations. We also collect your personal information as authorised or required by law. Where the collection of information is authorised or required by law, we will let you know the specific law which allows us to collect your personal information at the time of collection.

Who do we collect your personal information from? Generally, we collect personal information directly from the person whom it relates. As we are dealing with primary school students, student information is usually collected from parents or carers with responsibility for the student's welfare and learning. We may also collect information from a student depending on the nature of information involved, their maturity and capacity as well as best interests. When providing personal information about others such as emergency contacts, parents and carers should obtain that person's authority.

What are the consequences if some or all of your personal information is not collected? Without the requested personal information, a student may not be able to participate in our services.

To whom do we disclose your personal information? We disclose personal information to our employees and third parties that help us deliver our services (including contractors, professional advisers and business partners). At all times, disclosure of personal information will be governed by our privacy policy, law or with prior consent.

Do we disclose your personal information overseas? We do not disclose, transfer or store personal information outside Australia. However, we use third party payment providers such as Ezidebit, BPAY and/or Paypal etc to facilitate payments and to this end, they may disclose your personal information to entities outside of Australia including in the United States. The privacy laws in these countries may not provide the same level of protection as the Australian privacy laws. When you provide your personal information to these third party providers, you consent to the disclosure, transfer and storage of your personal information outside of Australia and acknowledge that we are not required to ensure that overseas recipients manage that personal information in compliance with Australian privacy laws.

Further information: For more information about how we manage your personal information, including: how to access and correct it; how to make a complaint and how we handle complaints; and other useful information relating to our privacy practices, please see our privacy policy available at www.beyond-distinction.com.au.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and this collection notice. If you have any questions on this notice, our privacy policy or practices, please contact: Ms Joyce Lee, Director, Email: joyce@beyond-distinction.com.au, Phone: 04575 88812



By booking your child into our school holiday program, you have read, understood and agree to be bound by all the terms and conditions set out in the Terms of Service (including any annexures). You have also read, understood and agree to the collection, use and disclosure of personal information in accordance with the Students, Parents and Carers Privacy Collection Notice and Website Privacy Policy (available on our website, www.beyond-distinction.com.au). Late or non-payment may result in your child not being allowed to attend our program.