

The Child Centred Learning Tree

Terms and Conditions

Latest Update: July 2025

The Child Centred Learning Tree Pty Ltd (ACN 689 373 359), **We/we, Us/us, Our/our**) exclusively owns and operates our program of providing non-medical early childhood observation and support services (**Services**).

The following terms and conditions (**Terms and Conditions**) govern the provision of our Services to the parent or legal guardian who purchases the Services (**you/your**).

By booking or receiving the Services, you agree to be bound by these Terms.

1 Definitions

In this agreement, the following terms are defined as:

<i>Booking</i>	A confirmed request (made via our online portal, email or in writing) for the Services in respect of a Child.
<i>Child</i>	The child identified in your booking form or service order.
<i>Deliverables</i>	The written reports, observation notes, planning documents and other materials we provide to you under these Terms.
<i>Fees</i>	The amounts payable for the Services, as set out in our current Fee Schedule or as otherwise agreed in writing with you.
<i>Law</i>	All legislation, regulations, mandatory standards and professional guidelines that apply to the Services, including the <i>Education and Care Services National Law Act 2010</i> (Vic), the <i>Education and Care Services National Regulations 2011</i> , the <i>Child Safe Standards</i> (Vic), and the <i>Privacy Act 1988</i> (Cth).
<i>Personal Information</i>	Has the meaning given in the <i>Privacy Act 1988</i> (Cth).
<i>Sensitive Information</i>	Has the meaning given in the <i>Privacy Act 1988</i> (Cth)
<i>Session</i>	An onsite or remote session in which we observe the Child, meet with you and/or prepare written observations or plans.

2 Amendments to the Terms and Conditions

- (a) We reserve the right to amend these Terms and Conditions from time to time at its discretion (**Amendments**).

- (b) Amendments will be effective immediately. Where practicable we will endeavour to notify you of the Amendments to the Terms and Conditions.
- (c) Your continued use of our Services following any such Amendment will represent an agreement by you to be bound by the Amendments to the Terms and Conditions.
- (d) We suggest you check the Terms and Conditions regularly to ensure you are aware of the most up to date terms.

3 Client Data

- (a) At the time you register to use our Services, you may be required to provide Client Data, namely:
 - (i) Your name, valid email address, and valid phone number;
 - (ii) Your Child's Personal Information (including name and age) and Sensitive Information (including relevant health and/or medical details);
 - (iii) Credit/ debit card information or bank account details for payment purposes;
 - (iv) Any other information required to complete the registration process; and
 - (v) Any other information required for us to provide you with the Services.
- (b) Failure to supply correct Client Data (which includes, but is not limited to, information set out in clause 3(a)) may result in us cancelling your registration.
- (c) By accepting the Terms and Conditions, you agree to update your Client Data if there are any changes to ensure that it is current and accurate at all times. You agree to update us to the extent you become aware of any such changes in relation to your account.
- (d) By accepting the Terms and Conditions, you agree to permit us to use the Client Data to provide the Services and Deliverables and any related purpose. You grant us a perpetual, worldwide, royalty-free license to use, modify, and incorporate the Client Data (and other data we collect from you) into our systems. You acknowledge that in order to do so, we may share the Client Data and other data with other parties, including but not limited to stakeholders and suppliers.
- (e) All Client Data will be stored and maintained by or on behalf of us in accordance with Australian privacy law.
- (f) You are responsible for maintaining the security of your login and account information (including the password). We are not liable for any loss or damage from your failure to comply with this security obligation.

4 Scope of Services

- (a) The Services we provide include observation, planning and support designed to promote school readiness, developmental support or strategies, positive behaviour reinforcement, academic intervention and extension support services of the Child. We do not provide medical, diagnostic, therapeutic or allied health services. These Services are outlined in Schedule 1.
- (b) Our educators observe the Child in agreed environments, prepare written observations and suggest developmentally appropriate strategies.

- (c) Where we identify concerns outside our professional scope, we will recommend that you seek advice from an appropriately qualified health professional.
- (d) Any timeframes or milestones for Deliverables are estimates only and may be adjusted in accordance with clause 6.

5 The Services and features

- (a) The Services and Deliverables provided are educational and must not be relied upon as medical, diagnostic or therapeutic advice. All information is intended for general support and educational purposes only.
- (b) By accepting the Terms and Conditions, you acknowledge and agree that:
 - (i) our educators are not registered allied-health, medical or diagnostic professionals or practitioners;
 - (ii) that our educators are not providing any allied-health, medical service, or any other regulated health service;
 - (iii) you remain solely responsible for seeking medical or allied-health advice where required; and
 - (iv) the Services are not a substitute for professional advice, such as medical advice, diagnosis, or treatment and should be used with appropriate medical professional support services. This is true even if the Services are provided by a registered health practitioner under the Australian Health Practitioner Regulation Agency (**AHPRA**) who is working in a non-clinical role and outside the scope of AHPRA regulations.
- (c) We reserve the right to modify the Services at any time at our sole discretion. We may update you upon making any such changes.

6 Bookings, Rescheduling and Cancellations

- (a) To engage our Services, you must contact us to schedule a Session seven (7) days before the intended date of the Session.
- (b) A Booking is confirmed when we issue a written acceptance or invoice referencing the Session, whichever occurs first.
- (c) You must complete our intake questionnaire and provide all requested background information (including the Child's developmental history) at least forty-eight (48) hours before the first scheduled Session.
- (d) Where a Session occurs at a third-party venue (e.g. a childcare centre or school), you must:
 - (i) obtain all written and/or verbal consents necessary for us to observe the Child in the relevant setting;
 - (ii) ensure that the venue provides a safe working environment; and
 - (iii) provide to us with the venue's reasonable policies and procedures notified to us in advance.

- (e) You (or another authorised guardian) must be available for a pre-Session briefing and post-Session de-brief, either in person or by video call, as reasonably requested.
- (f) You may reschedule a Session without charge by giving at least twenty-four (24) hours' written/verbal notice.
- (g) Sessions cancelled (and not rescheduled), Sessions rescheduled on less than twenty-four (24) hours' notice, or for Sessions where you failed to attend, will incur the full Session Fee (**Cancellation Fee**), payable on the scheduled Session day. No refunds will be given for the Cancellation Fee.
- (h) We may reschedule a Session if unforeseen circumstances arise. We will use reasonable efforts to give you prior notice and offer an alternative date within fourteen (14) days.
- (i) If you request services outside the agreed scope (including additional Sessions, extended observations or bespoke reports), we will issue a change order, and additional Fees will apply.

7 Your Responsibilities

- (a) You must provide accurate information about the Child, including health, developmental history and any known risks.
- (b) You must cooperate with us honestly and in good faith.
- (c) You must implement recommended strategies consistently and monitor the Child's response.
- (d) You must notify us promptly if circumstances arise that may affect the Child's wellbeing or our ability to perform the Services.
- (e) You must pay all Fees when due.

8 Suspension and Termination

- (a) Either party may terminate these Terms immediately by written notice if the other party commits a material breach that is incapable of remedy, or fails to remedy a material breach within 14 days after receiving notice of the breach.
- (b) We may suspend Services immediately if the Child's behaviour or environment poses a risk to the safety of the Child or the educator.
- (c) Upon termination, you must pay all outstanding Fees incurred up to the date of termination.
- (d) Clauses 5, 11, 13, 17 survive termination.

9 Child Safety and Mandatory Reporting

- (a) We are committed to providing an environment that is safe for all children and complies with the Child Safe Standards under the *Child Wellbeing and Safety Act 2005* (Vic) and any equivalent legislation in the jurisdiction where the Services are delivered.
- (b) Our educators hold Victorian Institute of Teaching Registration, have completed police checks and hold child safety clearance.
- (c) We may be legally required to report suspected risk of harm to a Child to the relevant authorities.

10 Fees and payment

- (a) By accepting the Terms and Conditions, you authorise us or any third-party service provider to debit your account at the relevant financial institution connected with the payment details identified and provided in your Client Data for payment of all fees and charges (**Fees**). The Fees will be set out in a written quotation valid at the time of arranging the Services.
- (b) Unless expressly stated otherwise, all Fees are exclusive of GST.
- (c) We will issue an invoice upon confirmation of a Booking. Full payment is due 24 hours after the scheduled Session.
- (d) By accepting the Terms and Conditions, you agree that we are authorised to process payment for the Fees.
- (e) By accepting the Terms and Conditions, you acknowledge that it is your responsibility to ensure that there are sufficient cleared funds or financial capacity in the nominated account to honour the transaction when it falls due.
- (f) We must not be held responsible for any fees and charges imposed by your financial institution or any other third party that may be incurred if there are insufficient funds in your account or if the payment fails.
- (g) You are responsible for providing complete and accurate billing and contact information to us, and we must not be held responsible for any loss or damage caused by you providing incomplete billing information.
- (h) If you opt for a payment plan, you agree to complete all scheduled payments on or before the specified due date.
- (i) If payment is not received by the due date, we may, at our discretion:
 - (i) suspend or cancel the relevant Services;
 - (ii) charge interest at five (5) % p.a. on the overdue amount (calculated daily); and
 - (iii) recover from you all reasonable costs incurred in collection of the debt (including legal fees on a solicitor–client basis) (the **Debt**).
- (j) If you fail to pay the Debt within seven (7) days of the due date, we may refer the Debt to a debt collection agency for collection.
- (k) You must reimburse us for any reasonable out of pocket expenses, including but not limited to expenses that we incur in providing the Goods and Service and collecting the Debt.
- (l) Termination will not affect any of our accrued rights or your accrued liabilities as at the time of termination. For the avoidance of doubt, you are liable to pay all outstanding fees and charges that have accrued as at termination, including, and the Fees.

11 Privacy policy

- (a) Our privacy policy, which sets out how we will collect, use, store and deal with your information and Client Data, can be found at <https://thechildcentredlearningtree.com.au/>

- (b) By using this Program, you consent to the processing described the Privacy Policy and warrant that all data provided by you is accurate.

12 Referrals and Third-Party Services

- (a) We may, with your consent, liaise with or refer you to third-party professionals. Any third-party services are provided under a separate contract between you and that third party. We are not responsible for the acts or omissions of third-party providers.
- (b) You acknowledge that we may receive or pay professional courtesy referrals without affecting the Fees payable by you.

13 Intellectual Property

- (a) We own all intellectual property rights in the Services and Deliverables and any materials provided to you (including photographic images, text, audio, video, user interface, algorithms, test and test results, reports, the data derived from the Services, and any other documentation, information or materials made available to you on or through the Services), except for Personal Information contributed by you. We reserve all such rights in relation to the intellectual property.
- (b) Upon full payment of all outstanding Fees, we grant you a non-exclusive, non-transferable licence to use the Deliverables for your private, domestic purposes in relation to the Child.
- (c) For the avoidance of doubt, nothing in the Terms and Conditions or otherwise creates the right for you to sublicense the Deliverables, or assigns any ownership rights in the Deliverables to you.
- (d) By accepting the Terms and Conditions you undertake not to reverse engineer, publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears in the Deliverables, nor may you use any such content in connection with any business or commercial enterprise.
- (e) We reserve all our rights to seek compensation, damages, injunctions, or any other remedy available to us at law if any attempt to do so, whether successful or unsuccessful, is made by you or any of your affiliates.

14 Disclaimer of liability

- (a) (Statutory Guarantees) Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy conferred on you by the *Competition and Consumer Act 2010* (Cth), the *Australian Consumer Law (ACL)*, or any other law that cannot be excluded, restricted or modified (**Non-Excludable Rights**). To the extent permitted by law, our liability for a breach of a Non-Excludable Right is limited, at our option, to re-supplying the Services or paying the cost of having the Services supplied again.
- (b) (No guarantee of outcomes) You acknowledge that the Services are observational and educational in nature. We make no representation or warranty that the Child will achieve any particular developmental milestone, behavioural change or educational outcome.
- (c) (Exclusions) To the maximum extent permitted by law, we are not liable (whether in contract, tort, statute or otherwise) for:
 - (i) indirect, special or consequential loss, loss of opportunity, or loss of profit;

- (ii) loss or corruption of data; or
 - (iii) any loss arising from your failure to follow our written recommendations or to obtain timely medical or allied-health advice for the Child.
- (d) (Cap on liability) Subject to clauses 14(a) and 14(e), our total aggregate liability arising out of or in connection with this Agreement is capped at the lesser of:
 - (i) the Fees actually paid by you in the three (3) months immediately preceding the event giving rise to the claim; or
 - (ii) AUD 2,000.
- (e) (Personal injury) The cap in clause 14(d) does not apply to liability for personal injury, death or illness caused by our negligent act or omission.
- (f) (Indemnity by Parent) You indemnify us (and our employees, agents and contractors) against any claim, loss, liability or expense arising out of or in connection with:
 - (i) your breach of this Agreement, including the Parent Responsibilities in clause 3;
 - (ii) any inaccurate or incomplete information you provide about the Child; or
 - (iii) your misuse or unauthorised disclosure of Deliverables,
 except to the extent caused by our negligence or wilful misconduct.
- (g) (Third-party professionals) Where we provide you with details of, or refer you to, third-party health or education professionals, we do so as a courtesy only. We do not endorse or assume responsibility for their services. You release us from any liability arising from your engagement of, or reliance on, any third-party.
- (h) (Proportionate liability) Our liability is reduced to the extent that your acts or omissions, or those of a third-party, contributed to the loss.

15 Invalidity

- (a) If any part of the Terms and Conditions is void, voidable, unenforceable or illegal, that part must be severed and the remainder of the Terms and Conditions will continue to be valid and enforceable to the fullest extent permitted by law (including any provision in which we exclude our liability to you).
- (b) So far as possible where any clause/subclause or part of a clause/subclause can be severed to render the remaining part valid, the clause must be interpreted accordingly.
- (c) Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/subclause as is permitted by law.

16 Complaints and refund

- (a) We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. Complaints should be sent to

- (b) Subject to any rights you may have under the ACL, all requests for refunds will be dealt with at our absolute discretion.
- (c) Unless we determine otherwise at our absolute discretion, requests for refunds for any of the following reasons will not be approved:
 - (i) Change of mind; or
 - (ii) Unsatisfactory with the result of the Services or Deliverables; or
 - (iii) Any other reason that we consider to be inappropriate.
- (d) If a dispute regarding the Services or Deliverables (**Dispute**) arises, both parties must agree to resolve the Dispute in good faith negotiations.
- (e) If the Dispute is not resolved within 30 days from the day the good faith negotiations started, either party may refer the dispute to mediation administered by the Australian Disputes Centre (**ADC**) in Melbourne, Victoria. Each party will bear its own costs of the mediation and share the mediator's fees equally.
- (f) Litigation must not be commenced until the mediation process has been completed, unless urgent interlocutory relief is sought.

17 General

- (a) A notice must be in writing and delivered by hand, email or registered post to the relevant contact details last notified by the recipient. A notice is deemed received:
 - (i) if hand-delivered, on delivery;
 - (ii) if sent by registered post, on the third business day after posting;
 - (iii) if sent by email, when the email is capable of being retrieved by the recipient's email server, provided that no non-delivery notification is received.
- (b) You must not assign or transfer your rights under these Terms without our prior written consent. We may assign its rights or obligations by providing notice to you.
- (c) Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. The Terms and Conditions constitutes the entire agreement between you and us and govern your use of the Platform, superseding any prior agreements between you and us.
- (d) These Terms and Conditions are governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.

Schedule 1 – Services

1. Observation/ Consultation Package

- Observation of the child in their learning environment
- Identification of strengths and areas for development
- Preparation of an individualised report plan outlining observations and findings
- Referral recommendations where appropriate

2. Individualised Support Package

- Review of advice and support program from allied-health, medical or diagnostic professional
- Consultation and discussion around diagnosis and findings
- Preparation of an individualised support plan for the Child, outlining child development strategies
- Ongoing weekly/ Fortnightly 1:1 support sessions to facilitate social/ emotional and academic learning and progression.

3. Consultation and advice on kinder/ school readiness

4. Consultation and advice for kinder and school transitions

5. Provide in person advocacy at client medical/ allied health/ educational setting appointment and meetings

Schedule 2 – Fee Schedule

1. Free 15 Minute Consultation phone call
2. 60 Minute observation and consultation session, including Individualised Educational Management Plan
3. 120 Minute observation and consultation session, including Individualised Educational Management Plan, designed for more complex/ 2 or more developmental/ academic concerns
4. Weekly/ Fortnightly 60 Minute tailored support session, with updated Individualised Educational Management plan as needed, with home based supports/ guidance
5. Ongoing 6-8 week block (weekly/ fortnightly) tailored support sessions, with detailed individualised Educational Management plan, home based supports/ guidance and 1 care/ school setting observation session as needed Price on application

These fees are a guide only and an individualised approach to fees will be taken into account due to providing tailored support and advice therefore a personalised invoice is provided, including travel fees.

Please note that Travel fees will apply 30 minutes outside of and be included in your fees in your invoice.