

Foster Dreamz Activity Placement Application Form

Foster Dreamz PTY LTD
(ABN 63632908582)

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Activity Placement Terms and Conditions

Effective: 12/11/2019

The following Terms and Conditions supersede all previous terms and conditions issued by Us.

1. Interpretation

In these Terms and Conditions and in any current document produced by Us or other agreement with Us, the following definitions apply:

"**Activity**" means any extra-curricular activity organised or provided by third parties with whom We have a referral arrangement.

"**Activity Placement Application Form**" means the application form completed and provided by You to Us for the purposes of requesting the Services.

"**Activity Provider**" means a third party provider of Activities.

"**Privacy Policy**" means Our Privacy Policy, as posted on the Website and amended by Us from time to time.

"**Services**" means the activity placement services supplied by Us to You whereby We procure a place for the foster child nominated by You (in Your Activity Placement Application Form) in an Activity, and includes any advice or recommendations from Us in connection with such placement.

"**Terms and Conditions**" means these terms and conditions and includes any amendment or variation by Us.

"**We**" and "**Us**" means Foster Dreamz Pty Ltd (ABN 63632908582) and includes any Related Bodies Corporate (as defined in the *Corporations Act 2001 (Cth)*) which supplies Services to You (whether or not the fact is disclosed to You) and "**Our**" means belonging or pertaining to Us.

"**Website**" means <https://fosterdreamz.wixsite.com/home>].

"**Website Terms**" means Our Website terms and conditions, as posted on the Website and amended by Us from time to time

"**You**" means the foster carer named on the Activity Placement Application Form and "**Your**" means belonging or pertaining to You.

2. Application of Terms and Conditions

- (a) Subject to clause 2(e) below, these Terms and Conditions apply to every provision of Services.
- (b) Subject to any special terms agreed to between You and Us and recorded in Your Activity Placement Application Form or separately in writing between us, these Terms and Conditions set out the full terms and conditions which apply in respect of the Services.
- (c) In the event of any inconsistency between these Terms and Conditions and any other document produced by Us (other than an Activity Placement Application Form accepted by Us), these Terms and Conditions shall prevail and any terms proposed by You are expressly excluded.
- (d) We may amend these Terms and Conditions from time to time. We will post the amended Terms and Conditions on the Website and notify You by email. You will be deemed to

Foster Dreamz Activity Placement Application Form

have had knowledge of such amendments and to have accepted these Terms and Conditions, as amended, if You continue to request Services from Us after We have provided such notification to You. Each subsequent provision of Services by Us to You will be in accordance with these Terms and Conditions, as amended.

3. Your obligations and acknowledgments

You acknowledge and agree that:

- (a) You must use Your best efforts to procure that the foster child attends all Activity sessions provided by the Activity Provider and that You must promptly notify Us and the Activity Provider (prior notice to be provided where practicable) if the foster child is unable to attend a particular session, such notice to include reasons for the non-attendance;
- (b) You must arrange transport for the foster child to and from the Activity, unless the Activity Provider has separately agreed with You to provide such transport;
- (c) You must arrange for the foster child to be appropriately dressed and equipped for all Activity sessions;
- (d) We may terminate the foster child's enrollment in an Activity if the Activity Provider informs us that the foster child's behaviour interferes with another participant's safety or enjoyment of the Activity or fails to comply with any code of behavior imposed by the Activity Provider (in its sole discretion). Any action taken by Us in these circumstances is separate to any action which the Activity Provider may take under its own terms and conditions and/or policies;
- (e) whilst the placement of the foster child in an Activity and the foster child's participation in that Activity is provided at no cost, You are responsible for arranging payment of any additional costs or fees arising in connection with the foster child's participation in that Activity (e.g. uniforms, equipment, refreshments etc);
- (f) placement of the foster child in an Activity is for a single school year at a time only (subject to applicable school term dates). Placement during a particular school year does not entitle the foster child to automatically be placed in the Activity for any other school year. A new application must be made on behalf of the foster child for any other school year and successful placement remains subject to available places in that Activity and the approval of the relevant Activity Provider, which may be withheld in the Activity Provider's sole discretion;
- (g) if the foster child commences an Activity after the relevant Activity Provider's normal start date in a school year, the relevant Activity Provider has sole discretion as to whether the foster child is entitled to claim any entitlement to missed sessions;
- (h) You must notify Us and the relevant Activity Provider in writing promptly upon You becoming aware of any changes to the foster child's ongoing availability to attend Activities or if You become aware that the foster child will be leaving the foster care system. The Services are only provided in respect of children currently within the foster care system. Leaving the foster care system may also affect the child's ongoing involvement in an Activity (at the relevant Activity Provider's sole discretion);
- (i) failure to comply with any provision of these Terms and Conditions may, at Our sole discretion, result in Us terminating all placements of the foster child in Activities and informing the relevant Activity Providers. However, the foster child's continued participation in an existing Activity is at the sole discretion of the relevant Activity Provider; and
- (j) notwithstanding any provisions of these Terms and Conditions, the decision to accept the enrolment of the foster child in a particular Activity, or to maintain the enrolment of the foster child in an Activity, will be made by the relevant Activity Provider in accordance with its own terms and conditions and in its sole discretion. It is Your responsibility to be aware of, and comply with, the relevant Activity Provider's terms and conditions and specific requirements for the foster child's continued involvement in an Activity; and
- (k) You must comply with your obligations under the *Privacy Act 1988* (Cth) and the requirements of the Website Terms.

4. Our obligations

In providing the Services, We will:

- (a) review the Activity Placement Application Form submitted by You and, based on the information provided (including the foster child's stated Activity preference), We will

Foster Dreamz Activity Placement Application Form

contact Activity Providers to determine what Activity places are available for the foster child;

- (b) upon being notified by an Activity Provider that a place is available for the foster child in a particular Activity, provide the relevant Activity Provider with Your completed Activity Placement Application Form and notify You this has been done, thereby enabling You and the relevant Activity Provider to liaise directly with each other in respect of the proposed Activity placement;
- (c) if advised by You or an Activity Provider of any issues or difficulties with the foster child's continued involvement in an Activity and subject to clause 3(i) above, use reasonable efforts to assist You to resolve such issues and difficulties with the relevant Activity Provider, if it is reasonable for Us to do so;
- (d) if the foster child's enrollment in an Activity is terminated by the relevant Activity Provider during the course of a school year, use reasonable efforts to arrange placement for the foster child in an Activity with an alternative Activity Provider, unless such termination is the result of a breach of these Terms and Conditions in which case We will take no further action;
- (e) subject to clause 4(a) above, keep the contents of the Activity Placement Application Form submitted by You confidential and disclose them only for the purposes of enrolling the foster child in an appropriate Activity as well as evaluating and improving the Services on an ongoing basis; and
- (f) comply with our obligations under the *Privacy Act 1988* (Cth) and the Privacy Policy.

5. Documents

Any clerical or typing errors, misprints or other similar errors in any document produced by Us in respect of the Services are subject to correction by Us by either amending or re-issuing the affected document (as the case requires). We shall not be liable for any cost, expense or damage incurred by You as a result of any correction of any document produced by Us.

6. Limitation of liability and release

- (a) You acknowledge and agree that there are inherent risks associated with participation in Activities, which may result in personal injury (even of a serious nature) to a participant. You release Us from, and agree not to bring any claim or proceeding against Us in respect of, any damage, loss or injury suffered as a result of placement of the foster child in an Activity, whether or not such damage, loss or injury arises from or is caused by any negligence of Foster Dreamz or its employees, agents or contractors.
- (b) Our liability in respect of the Services and/or under these Terms and Conditions is limited to supplying or resupplying Services in accordance with these Terms and Conditions.
- (c) You acknowledge that it is not Our responsibility to ensure that either the foster child is adequately covered by the level of insurance cover available through the Activity Provider's insurance provider or that insurance cover is arranged separately to cover the foster child's participation in the relevant Activity.
- (d) We are not liable to any person for any loss or damage suffered as a result of the foster child's enrollment in an Activity being terminated by an Activity Provider or as a result of Us terminating any placement of the foster child in an Activity.

7. General

- (a) Any failure by Us to insist on strict compliance with these Terms and Conditions or any delay by Us in exercising Our rights under these Terms and Conditions will not constitute a variation or waiver of any provision of these Terms and Conditions or of any right available to us.
- (b) If part or all of any provision of these Terms and Conditions, or its application to any person or circumstance, is held to be illegal or unenforceable, the provision will be interpreted so as to ensure it is not illegal or unenforceable. If any provision or part of it cannot be so interpreted, the provision or relevant part of it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue in force.

8. Governing Law

These Terms and Conditions are governed by the laws of Victoria. All parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia. All parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.