



## CLIENT REGISTRATION FORM – HOME CARE

### Section 1 – Client Details

#### Parent/Guardian 1

Family/Surname: \_\_\_\_\_  
Given Names/s: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Religion: \_\_\_\_\_  
Mobile No: \_\_\_\_\_ Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_  
Email Address: \_\_\_\_\_

#### Parent/Guardian 2

Family/Surname: \_\_\_\_\_  
Given Names/s: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Religion: \_\_\_\_\_  
Mobile No: \_\_\_\_\_ Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Please note: we assume that mobile numbers will be the primary contact unless you indicate otherwise**

### Section 2 - Type of Service

Babysitter     Nanny     Mothers Helper     Sick Care     Travel

Address for Services (including accommodation/Airbnb): \_\_\_\_\_

Dates for Services (or 'Recurring'): \_\_\_\_\_

### Section 3 – Home Care Arrangement / Home Details

- Single (never married)     Single (divorced/separated)     Re-married/Step-parent     Married  
 Other \_\_\_\_\_

Does your child/children have a parent that no longer resides with them? Y / N

If you answered 'Y' above, do they have visiting/custody arrangements with the primary care giver? Y / N

Does your child/children have any alternative addresses with secondary care givers? Y / N

If you answered 'Y' above, please provide address: \_\_\_\_\_

Are there any court orders, other parental arrangements or DVO's that we should be aware of? Y / N

If you answered 'Y' above, please provide details (and also attach a copy of the order): \_\_\_\_\_

Do you have any pets at home? Y / N

If you answered 'Y' above, are any of the pets support animals? Y / N

If you answered 'Y' above, are any of the pets guard animals or dangerous animals? Y / N

If you answered 'Y' to the questions above, please provide details: \_\_\_\_\_

### Section 4 – Emergency Contact

Contact Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Relationship to child/children: \_\_\_\_\_

### Section 5 – Child Details

*Note: if registering for more than three children, please provide details of additional children*

#### Child 1

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Hobbies/Interests: \_\_\_\_\_

#### Child 2

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Hobbies/Interests: \_\_\_\_\_

### Child 3

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Hobbies/Interests: \_\_\_\_\_

#### Section 6 – Medical Questionnaire

Have any of your children ever suffered from any of the following (please circle yes or no & identify which no. child, using the numbering identified in Section 5 i.e. #1 or #1 and #2):

High blood pressure	Yes	No		Migraines	Yes	No	
Respiratory disorders or asthma	Yes	No		High Cholesterol	Yes	No	
Heart disease/heart attack	Yes	No		Hernia	Yes	No	
Stroke	Yes	No		Mental Illness	Yes	No	
Blood disorders	Yes	No		Arthritis	Yes	No	
Glandular fever	Yes	No		Neck Pain	Yes	No	
Epilepsy or seizures	Yes	No		Back Pain	Yes	No	
Diabetes	Yes	No		Obesity	Yes	No	
Bone or joint problems	Yes	No		Sight Impairment	Yes	No	
Pelvic floor issues	Yes	No		Hearing impairment	Yes	No	
Premature birth conditions	Yes	No		Asthma	Yes	No	
Breathing conditions	Yes	No		Down Syndrome	Yes	No	
Autism Spectrum Disorder	Yes	No		ADHD	Yes	No	
Food allergies	Yes	No		Medication allergies	Yes	No	
If 'Yes' – anaphylactic reaction?	Yes	No		If 'Yes' – anaphylactic reaction?	Yes	No	

Other (please provide details): \_\_\_\_\_

If you answered yes to any of the above questions, please provide additional details, including dates of illness and extent of illness (and provide copies of any medical management plans).

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Do any of your children have any of the following dietary requirements? (please circle yes or no & identify which no. child, using the numbering identified in Section 5 i.e. #1 or #1 and #2):

Lactose free	Yes	No		Organic only	Yes	No	
Gluten free	Yes	No		Low GI	Yes	No	

No preservatives	Yes	No		Alkaline	Yes	No	
Paleo	Yes	No		Limited sugar	Yes	No	
Vegetarian	Yes	No		Limited starches	Yes	No	
Vegan	Yes	No		FODMAP	Yes	No	

Other (please provide details): \_\_\_\_\_

## Section 8 – Terms and Conditions

1. **Defined Terms**
  - 1.1 In this Client Agreement, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns. Any terms used in these Terms & Conditions have the same meaning as in the balance of this client registration form.
  - 1.2 In this Agreement:
    - (a) **Booking** means a booking for the Services made by You via Our online booking portal or by You completing this Client Agreement and liaising with Little Wonders Management by phone, text, email or via Facebook to create a booking;
    - (b) **Child/Children** means each of the children identified in Section 5 of this client registration form;
    - (c) **Client Agreement** means the agreement comprised by this client registration form, the Handbook and the Privacy Policy, as amended from time to time;
    - (d) **Fee** means the hourly rate payable to Us for the provision of the Services in accordance with the Tariff;
    - (e) **Handbook** means the parental handbook document made by Us and provided to You containing pertinent information with regards to the provision of the Services, which We may amend from time to time;
    - (f) **Little Wonders Management** means the person/persons determined by Us from time to time;
    - (g) **Location** means any location other than the Premises at which we will provide You and Your Children with the Services as determined by Us from time to time;
    - (h) **Personnel** means any employees or contractors that may perform the Services on Our behalf;
    - (i) **Premises** means your residential home at which the Services are provided by Us to You and Your Children;
    - (j) **Privacy Policy** means Our privacy policy as updated from time to time;
    - (k) **Services** means any services provided by Us to you and/or your Children from time to time, including (but not limited to) casual, one-off or overnight babysitting, regular nannying, facilitating children's activities, assisting expecting and new mothers, caring for sick children, creche care and care in public spaces;
    - (l) **Tariff** means the mechanism used to determine the applicable fee relative to the Service being provided by Us, as outlined in the Handbook and updated by Us (in our sole discretion) from time to time;
    - (m) **Terms & Conditions** means these terms and conditions;
    - (n) **We/Us/Our** means Little Wonders Creative Childcare Australia Pty Ltd ACN 632 108 920 trading as Little Wonders Creative Childcare Australia ABN 37 632 108 920; and
    - (o) **You/Your** means the person/s specified as 'Parent/Guardian 1' and/or 'Parent/Guardian 2' in this client registration form.
2. **Client Agreement**
  - 2.1 The provision of the Services by Us is governed by the Client Agreement. Once this client registration form has been signed by You, You have agreed to a binding contract.
  - 2.2 In consideration of the payment of the Fee, We will provide the Services to You in relation to Your Children, in accordance with the Terms & Conditions.
- 2.3 You must comply with all terms of the Client Agreement, as amended from time to time.
- 2.4 You must notify Us immediately if there has been any change in the information You have provided in this client registration form.
3. **Fees & Payment**
  - 3.1 You must pay for the Services in accordance with the Fee.
  - 3.2 The total amount payable for the Booking is to be paid by direct deposit into Our nominated bank account (or as directed by Us from time to time, in Our discretion, acting reasonably) within 24 hours after receiving Our tax invoice.
  - 3.3 In no circumstances will We accept cash payments for the Services.
  - 3.4 Late payments will incur extra fees in accordance with the Tariff.
  - 3.5 We may, in our sole discretion, waive a late fee payable in accordance with clause 3.4 in extenuating circumstances such as family illness, emergency and/or death.
  - 3.6 You may be required to provide Us with documentary evidence of extenuating circumstances prior to Us waiving a late fee in accordance with clause 3.5.
  - 3.7 If the total cost of a Booking exceeds \$150.00 in any seven (7) day period, We may, in Our sole discretion, offer You a payment plan. The terms of any payment plan will be determined by Us.
  - 3.8 We may charge you an extra fee of \$2.00 per hour, in addition to the Fee, in instances where We are required to provide the Services to more than three (3) Children simultaneously.
  - 3.9 If Your Premises or any other Location is located outside the Darwin or Palmerston postal area, you will be charged an additional fee in accordance with the Tariff.
  - 3.10 If Personnel are required to use their own vehicles to transport Your Children during provision of the Services, You will be charged an additional fee in accordance with the Tariff.
  - 3.11 We may (but do not have to) offer you a special package rate for the Services (in Our sole discretion). Any special package will be confirmed in writing and We can withdraw this offer at any time.
  - 3.12 All fees exclude any applicable taxes (including goods and services tax) unless otherwise stated.
  - 3.13 In respect of any taxable supply made under this Client Agreement, You must pay to Us an amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fee, subject to the receipt by You of a valid tax invoice.
4. **Provision of Services**
  - 4.1 We warrant that We and/or Our Personnel will provide the Services using due care and skill, as expected from a comparable service provider.
  - 4.2 We warrant that all Personnel delivering the Services will hold a current working with children 'Ochre card' or equivalent from time to time.
  - 4.3 Bookings are to be made via Our online booking platform or as directed by Us from time to time and at no time is a Booking to be made directly with Personnel.
  - 4.4 In addition to clause 4.3, You are prohibited from contacting or dealing with any Personnel directly for the provision of any services which are of the same or a similar nature to the Services for a period of 24 months after expiration or termination of this Client Agreement. This clause survives the expiration or termination of this Client Agreement.
  - 4.5 We will use all reasonable endeavours to provide the Services, however, You acknowledge that in some circumstances, We

- may not be able to complete the Services, in which case We will notify You and You will not be charged for that Booking.
- 4.6 You will promptly provide all reasonable information required by Us (the **Client Information**) in order to allow Us to provide the Services. You acknowledge and agree that if You delay, or fail to supply Us with the Client Information, then We may be unable to perform the Services and/or perform the Services properly in the timeframe specified, or at all. We will not be liable for any delay or other issue in relation to the provision of Services caused by Your failure to comply with the obligations contained in this clause
- 4.7 We may from time to time alter the types of Services We provide or products provided, in Our sole discretion.
- 4.8 We may (in Our sole discretion) refuse to provide the Services to you for any reason whatsoever.
- 4.9 If You answer 'Yes' to having any pets at home as required in Section 3 of this client registration form and any of the animals then listed could reasonably be considered as dangerous, You agree to adequately restrain the animal/s whilst We are providing the Services. We may refuse to provide or cease providing the Services to You if any dangerous animals are not adequately restrained and these circumstances You acknowledge that You will not be entitled to a refund of any Fee which you may have paid.
- 5. Personnel**
- 5.1 We may appoint Personnel to provide the Services on Our behalf, in our sole discretion.
- 5.2 Personnel are bound by the terms of the Client Agreement.
- 5.3 You must deal with Personnel in accordance with the Client Agreement and in a professional and respectful manner.
- 6. Cancellation**
- 6.1 You may cancel an unconfirmed Booking without penalty by providing written notice to Us.
- 6.2 If You cancel a confirmed Booking, you will be charged a cancellation fee in accordance with the Tariff.
- 6.3 We may, in Our sole discretion, waive a cancellation fee payable in accordance with clause 6.2 in extenuating circumstances such as family illness, emergency and/or death.
- 6.4 You may be required to provide Us with documentary evidence of extenuating circumstances prior to Us waiving a cancellation fee in accordance with clause 6.3.
- 7. Termination**
- 7.1 We may terminate this Client Agreement at any time by written notice to You if We cease to offer the Services or if You breach any term or condition of this Client Agreement.
- 7.2 If this Client Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:
- (a) the parties are immediately released from their obligations under the Client Agreement except those obligations that, by their nature, survive termination;
- (b) each party retains the claims it has against the other; and
- (c) You must immediately pay all outstanding Fees (if any) to Us without off-set (including any off-set for any alleged claim).
- 8. Risk and Liability**
- 8.1 You warrant that the Premises could reasonably be considered as a safe and stable work environment and that it complies with all legislative workplace health and safety requirements. If there is anything at the Premises that may pose a risk to Us or any Personnel or would be in breach of the relevant legislation, You must notify Us prior to Us or any Personnel attending the Premises.
- 8.2 You warrant that You have the necessary insurances to cover damage to or loss of the Premises or Your property including, but not limited to, household worker insurance.
- 8.3 You warrant that You have advised Us in writing of any medical or physical conditions which Your children have. It is Your responsibility to keep any necessary medications and a first aid kit in the Premises, and You authorise Us and any Personnel to use same, in order to treat any medical or physical conditions that Your Children have or may have. You are required to update Us in writing regarding any changes to Your Children's condition as soon as you become aware of the change.
- 8.4 While We will make all reasonable attempts to ensure that Personnel meet the necessary requirements which allow them to perform the Services to a high standard and are generally of good fame and character, We are not liable for any false or misleading information provided by Personnel.
- 8.5 To the fullest extent permitted by law, We exclude all liability in respect of any prosecution, claim, writ, action, proceeding, suit, demand, cause of action, arbitration, debt, dues, verdict, judgment, loss, cost and expense or other like matter whether present, prospective or contingent, whether arising at law, in equity or under statute and whether or not the facts, matters or circumstances giving rise to those claims are known to the parties at the date of completion of this Client Agreement or on the date/s of delivery of the Services (each a **Claim**).
- 8.6 To the fullest extent permitted by law, You release Us from liability for any Claim.
- 8.7 You acknowledge and agree that We are not liable to You or any other person for:
- (a) any loss or damage of any kind that is directly or indirectly caused by or results from Your wrongful, wilful or negligent act or omission; or
- (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- 8.8 You indemnify Us against all Claims arising during or after the term of this Agreement from or in connection with:
- (a) damage, loss, injury or death to the extent it is caused or contributed to by You or Your Children's act, negligence or default; or
- (b) anything We are permitted to do under this Client Agreement.
- 8.9 Subject to clause 8.14, you indemnify Us and Our related entities and representatives against:
- (a) all losses and expenses incurred (including legal costs on an indemnity basis); and
- (b) all liabilities incurred, directly or indirectly caused by, or resulting from, any breach of this Client Agreement by You, Your Children or any wrongful, wilful or negligent act or omission by You.
- 8.10 Our total aggregate liability for all Claims relating to this Client Agreement is limited to the Fee payable under this Client Agreement.
- 8.11 Either party's liability for any Claim relating to this Client Agreement will be reduced to the extent to which the other party's negligent or intentional act or omission contributed to the Claim.
- 8.12 You warrant that You have advised Us in writing of:
- (a) any medical or physical or psychological conditions which You or the Children receiving the Services has; and
- (b) any other matter or circumstance which could be considered relevant to the delivery of the Services; which may affect our delivery of the Services. It is Your responsibility to update Us in writing regarding any changes to Your condition or the condition of the person receiving the Services as soon as you become aware of the change.
- 8.13 You are responsible for Your personal belongings or any personal property located at the Premises or the Location at all times during the delivery of the Services and We take no responsibility for the loss or damage of any personal property.
- 8.14 Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 8.15 Despite clause 8.14, nothing in these Terms & Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on You by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 8.16 To the fullest extent permitted by law, Our liability for a breach of a non-excludable condition or warranty is limited to, at Our option:
- (a) the supply of the Services; or
- (b) the payment of the cost of having the services supplied again.
- 8.17 Subject to clause 8.14, you release Us and Our related entities and representatives and Personnel, from any liability or claims relating, but not limited to:
- (a) any personal injury;

- (b) loss or damage of your personal property; and
  - (c) any breach of your obligations;
- 8.18 You acknowledge and agree that this Client Agreement's limitations of liability in this clause 8 are essential to Us and We would not have entered into this Client Agreement in their absence.

**9. Photos and Videos**

- 9.1 You acknowledge and agree that We may use images of Your Child to provide You with updates via SMS or email whilst providing the Services.
- 9.2 We may use Your or Your Child's image for marketing and promotional purposes on our social media pages, provided the image does not identify You or Your Child, unless You have notified Us at the time of entering into this Client Agreement that you do not consent to this.
- 9.3 We will only use images which may identify You or Your Child if we have Your prior consent.
- 9.4 We reserve the right to prohibit the use (including for personal use, such as posting on Your Facebook page) of any image which You take during the delivery of the Services, in Our sole discretion.

**10. General**

- 10.1 This Client Agreement (and any documents executed in connection with it) is the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Client Agreement, no party has relied on any representation made by or on behalf of the other.
- 10.2 We may amend these Terms & Conditions at any time upon giving You notice via email or by posting notices of any

- 10.3 A party waives a right under this Client Agreement only if it does so in writing. We do not waive a right simply because We fail to exercise the right, We delay exercising the right or only exercise part of the right. A waiver of one breach of a term of this Client Agreement does not operate as a waiver of another breach of the same term or any other term.
- 10.4 If a provision in this Client Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of the provision that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from this Client Agreement. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 10.5 We may assign or otherwise deal with the benefit of any contract made pursuant to this Client Agreement without Your consent.
- 10.6 You may not assign Your rights and obligations under this Client Agreement under any circumstances without first obtaining Our written consent to do so. Any purported assignment not undertaken in accordance with this clause will be invalid.
- 10.7 All contracts made between Us and You shall be governed by and construed in accordance with the laws of the Northern Territory. You agree to submit to the exclusive jurisdiction of the Northern Territory courts for all purposes of or in connection with such contracts.

**Section 6 – Acknowledgement**

By signing this Client Agreement, You hereby acknowledge and agree that:

- (a) You have read the Handbook, which outlines the details of the Tariffs used to calculate the Fees payable for the provision of the Services to You and Your Child;
- (b) Your email address will be added to Our mailing list and You will receive emails from Us from time to time;
- (c) the information provided in this Client Agreement is accurate, honest, true and correct;
- (d) You will promptly notify Us of any changes to the details provided in this Client Agreement; and
- (e) You have read and agree to the terms of the Client Agreement, which are comprised by this document, the Handbook and the Privacy Policy;

Signed by Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_