



## PARENT REGISTRATION FORM – LITTLE VIPS (EVENT CARE)

**Name of Event:** \_\_\_\_\_

(For example, 'Jess and Brad Smith's Wedding – 18 March 2019')

### 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 – Emergency Contact

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

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

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

### Section 3 – 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 4 – 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).

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 5 – 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 and Conditions have the same meaning as in the balance of this parent registration form.

1.2 In this Agreement:

- (a) **Booking Client** means the person who makes the booking and pays the fees to us for the provision of Services to a group including your child/children;
- (b) **Child/Children** means each of the children identified in Section 3 of this parent registration form;
- (c) **Client Agreement** means the agreement comprised by this parent registration form, the Handbook and the Privacy Policy, as amended from time to time;
- (d) **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;
- (e) **Little Wonders Management** means the person/persons determined by Us from time to time;
- (f) **Location** means any location at which we will provide You and your child/children with the Services as determined by Us from time to time;
- (g) **Personnel** means any employees or contractors that may perform the Services on Our behalf;
- (h) **Privacy Policy** means Our privacy policy as updated from time to time;
- (i) **Services** means any services provided by Us to you and/or your Children from time to time, including (but not limited to) casual or one-off babysitting, facilitating

children's activities, creche care and care in public spaces;

- (j) **Terms & Conditions** means these terms and conditions;
- (k) **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
- (l) **You/Your** means the person/s specified as 'Parent/Guardian 1' and/or 'Parent/Guardian 2' in this parent registration form.

### 2. Client Agreement

- 2.1 The provision of the Services by Us is governed by the Client Agreement. Once this parent registration form has been signed by You, You have agreed to a binding contract.
- 2.2 In consideration of the payment of a fee by the Booking Client, 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 parent registration form.

### 3. Provision of Services

- 3.1 We warrant that We and/or Our Personnel will provide the Services using due care and skill, as expected from a comparable service provider.
- 3.2 We warrant that all Personnel delivering the Services will hold a current working with children 'Ochre card' or equivalent from time to time.
- 3.3 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 the Booking Client.
- 3.4

- 3.5 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.
- 3.6 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
- 3.7 We may from time to time alter the types of Services We provide or products provided, in Our sole discretion.
- 3.8 We may (in Our sole discretion) refuse to provide the Services to You for any reason whatsoever.
- 4. Personnel**
- 4.1 We may appoint Personnel to provide the Services on Our behalf, in our sole discretion.
- 4.2 Personnel are bound by the terms of the Client Agreement.
- 4.3 You must deal with Personnel in accordance with the Client Agreement and in a professional and respectful manner.
- 5. Termination**
- 5.1 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.
- 5.2 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; and
- (b) each party retains the claims it has against the other.
- 6. Risk and Liability**
- 6.1 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 available, 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.
- 6.2 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.
- 6.3 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 parent registration form or on the date/s of delivery of the Services (each a **Claim**).
- 6.4 To the fullest extent permitted by law, You release Us from liability for any Claim.
- 6.5 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.
- 6.6 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.
- 6.7 Subject to clause 6.12, 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.
- 6.8 Our total aggregate liability for all Claims relating to this Client Agreement is limited to the fee payable to Us by the Booking Client in accordance with the Client Agreement for the event booking.
- 6.9 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.
- 6.10 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.
- 6.11 You are responsible for Your personal belongings or any personal property located at 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.
- 6.12 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.
- 6.13 Despite clause 6.12, 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.
- 6.14 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.
- 6.15 Subject to clause 6.12, 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;
- 6.16 You acknowledge and agree that this Client Agreement's limitations of liability in this clause 6 are essential to Us and We would not have entered into this Client Agreement in their absence.
- 7. Photos and Videos**
- 7.1 You acknowledge and agree that We may use images of Your Children to provide You with updates via SMS or email whilst providing the Services.
- 7.2 We may use Your or Your Children's image for marketing and promotional purposes on our social media pages, provided the image does not identify You or Your Children, unless You have notified Us at the time of entering into this Client Agreement that you do not consent to this.
- 7.3 We will only use images which may identify You or Your Children if we have Your prior consent.
- 7.4 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.
- 8. General**
- 8.1 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 agreement, no party has relied on any representation made by or on behalf of the other.
- 8.2 We may amend these Terms & Conditions at any time upon giving You notice via email or by posting notices of any changes on our Facebook page and/or website. If You continue to utilise any Services on a date that is seven days after the date on which notice of the change is given, You will be deemed to have accepted these changes.
- 8.3 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.
- 8.4 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.
- 8.5 We may assign or otherwise deal with the benefit of any contract made pursuant to this Client Agreement without Your consent.
- 8.6 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.
- 8.7 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;
- (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: \_\_\_\_\_

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