CHILDSAFE SUBSCRIPTION AGREEMENT: SP3 STARTER PACK

Are you ChildSafe?	ChildSafe's commitment is to keep children and vulnerable people safe by helping organisations implement safety practices that work. Organisations are challenged to provide strong practices that create a culture of safety. This 'Starter Pack' subscription enables a faster start to this objective. Please read the terms, complete your details below, return the signed form and we will race the 'Starter Pack' out to you.

I am persuaded by the need for the well-being of children and committed to taking active steps.	✔	Address, sign and date your details below to confirm this subscription and your commitment.	
Organisation:		**ACN/ABN**	
Prime Contact Name:		**Title**	
e-mail:		**Work Phone**	
Address (mailing):		**Suburb/Town**	
State:	Postcode:		Country:

Appropriate Behaviours A 'child-safe' Policy and code of conduct to guide staff and volunteers and support children.	✔	SP3 Policy and 'Code of Practice' establishes sensible behaviour guidelines everyone can navigate by and provides a standard for complaints.
Training Training to support staff and volunteers at grass roots and help understand local safety and risk.	✔	SP3 'Keeping children and vulnerable people safe' Online training module provides effective, accessible training, on the issues you need. Certificate on successful completion.
Compliance Compliance should follow a safety culture while meeting State or Territory standards for children's safety.	✔	SP3 Safety Management framework supports and is consistent with State and Territory standards on child safety.
Child Safety Tool Set Practical and helpful tools that support good safety practice.	✔	SP3 Safety Management framework provides many useful tools that help MOVE you from policy to good practice.
Support Appropriate safety support for the community sector.	✔	ChildSafe exist for this explicit purpose as a Child Harm-Prevention charity. Contact us for general child safety advice. We do not provide legal advice.
Responsibilities Child safety guidelines relevant to distinct responsibilities.	✔	SP3 Guides provided at four levels of responsibility, and issues relevant to each level of responsibility.
Affordability Low cost solution to child and vulnerable people safety.	✔	'Starter' package provides key elements to support safe practice at the lowest cost, from a charity with over 12 years experience in this sector, with no government funding.

Agreement

By signing this agreement, you acknowledge liability for ChildSafe annual subscription fees, and enter into a subscription agreement with ChildSafe Limited, according to the simple **Terms and Conditions** that follow.
Please complete the fields on this page, sign and return to the address options in the page footer.

Starter Pack and Annual Subscription Fee		**$290** incl GST	
Signature:	**Name**:		**Date**:

e-mail the full form to info@childsafe.org.au
or mail to **ChildSafe Limited, PO Box 7127, Banyule LPO, VIC 3084**.
Retain a copy for your records.

SP3 By ChildSafe
safe people • safe programs • safe places

SP3 Starter Pack Terms and Conditions.

ChildSafe SP3 is an abbreviation for ChildSafe Safety Management System.
Safety Management Online (SMO) and access to it, does <u>not</u> form part of this ChildSafe SP3 'Starter Pack' subscription agreement.

A. INVOICING ARRANGEMENTS FOR ALL PACKAGE TYPES
1.   Upon receipt of the signed agreement ChildSafe will bill in accordance with the price above.
2.   Subsequent annual invoices will occur each anniversary of original sign-on date.
3.   ChildSafe invoices are due within 30 days of the date of invoice
4.   The total price, including GST must be paid by you on the due date of the invoice. Prices can be subject to change by notice.

B. Other Costs
1.   The need for additional quantities of ChildSafe SP3 printed publications from time to time (charged at listed rates) can be an expected outcome of using ChildSafe SP3, subject to your demand and choice.
2.   The need for additional quantities of ChildSafe SP3 "M3" Online training modules from time to time (charged at listed rates) can be an expected outcome of using ChildSafe SP3, subject to your demand and choice.
3.   Where looking to upgrade to SMO and its use, additional charges will apply. Contact ChildSafe for details.

C. USE OF CHILDSAFE STANDARDS, GUIDELINES AND PROCESSES
1.   ChildSafe Limited is the absolute owner of the copyright in the ChildSafe SP3 Safety Management System ("the system"), including all ChildSafe publications, SMO, electronic resources and web content.
2.   ChildSafe do not warrant all parts of the system to be error free, or that it will meet all of your requirements. Upon discovery of major errors in the system, ChildSafe will alert you and make alterations as technically feasible.
3.   Use of this system does not ensure that you will not be liable for any claims relating to safety and care. The use, customisation, training, maintenance and implementation of the system are your responsibility.
4.   You must promptly notify us of any actions, claims, suits, demands, proceedings, damages, compensation which may be brought or claimed against you arising out of the implementation or use of the system.
5.   This agreement is made with your organisation only, and the obligations and benefits provided may not be assigned, transferred or sub-licensed by you without ChildSafe's prior written consent.
6.   ChildSafe may assign its rights and obligations by notice in writing to you.

D. CHILDSAFE ARE NOT PROVIDING LEGAL ADVICE
1.   ChildSafe are not lawyers and do not by the system or any training or consultation, provide legal advice.
2.   Effort is and will be made to seek to ensure that ChildSafe complies with relevant legal requirements (Australia wide). However ChildSafe cannot warrant this. If you are in any doubt about whether the system meets the legal requirements in your jurisdiction, we strongly recommend that you seek your own independent legal advice.

E. GENERAL
1.   This agreement binds each of our respective personal representatives, administrators and permitted assigns.
2.   This agreement is governed by the laws of Queensland, Australia and we all agree to submit to the non-exclusive jurisdiction of the courts of that State, the Federal Court of Australia and their respective appellate courts.
3.   Notices may be given by email. However an email notice will not be deemed to be given, until there has been some form of acknowledgement of receipt from the receiver. A server automated receipt is not sufficient.
4.   Given the highly regulated environment in which we are operating and the delivery of much of ChildSafe's service online, ChildSafe reserve the right to make changes to the Package Details (including Terms and Conditions). ChildSafe will seek to do so sparingly and if possible provide reasonable advance notice for consultation purposes.
5.   If a party comprises more than one person or entity, they are bound jointly and severally.
6.   To the fullest extent permitted by law, ChildSafe liability is limited to re-supplying or the cost of re-supplying (at ChildSafe election) the services contemplated by this agreement.
7.   This agreement sets out all the terms of ChildSafe's agreement in relation to its subject matter and supersedes all prior communications and discussions.
8.   ChildSafe Privacy Policy also forms part of this agreement. You acknowledge that you have read it and agree to its terms. A copy of the current version can be found at www.childsafe.org.au/privacy-policy

F. TERMINATION
1.   ChildSafe will endeavour to keep any future increases in subscription fees reasonable. However, ChildSafe reserve the right to alter the fees in future.
2.   Failure to pay your annual subscription fee when due will result in the suspension of access to ChildSafe SP3 materials, and after a reasonable time period to termination of this agreement.
3.   ChildSafe may terminate this agreement by notice in writing to you in the event that you fail to remedy any breach of this agreement within a reasonable time after requested in writing to do so.
4.   ChildSafe may also terminate this agreement if your organisation goes into administration.
5.   You may terminate this agreement by not less than 30 days advance notice in writing to ChildSafe.

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