

# CHILDSAFE SPORT SUBSCRIPTION AGREEMENT



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. A ChildSafe subscription enables you to start this objective with established principles and tools. Please read the terms, complete your details below, return the signed form and we will help you get started.

## Your Organisation

<b>Club Name:</b>	
<b>ACN/ABN (optional):</b>	
<b>Prime Contact:</b>	<b>Phone No:</b>
<b>Title:</b>	
<b>email:</b>	
<b>Address for mailed correspondence:</b>	

## Fees

<b>SMO Initial Site Establishment Fee</b>	
A <b>one-off fee</b> to establish your unique organisation SMO site	<b>\$300</b> excl. GST
<b>Annual Subscription (“Fees”): \$600</b> excl. GST, per annum Minimum annual fee is: \$600.00 based on under 80 leaders accessing the online system. All prices are <i>exclusive</i> of GST.	
Nominal number of children the organisation works with?	
<b>Subscription includes:</b>	
<ul style="list-style-type: none"> <li>• 1 Face to Face ‘Culture &amp; Abuse’ Training session @ 90mins</li> <li>• 1 Pack of SP3 Guides, for all levels of leadership</li> <li>• A suite of helpful SP3 resources</li> <li>• Templates incl. Child safety / Complaints / Code of conduct</li> <li>• Logo: Use of our Logo for added trust</li> <li>• e-News: to keep you up to date</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Club consultancy on the 10 National Child Safety Standards</li> <li>• Access to a self-audit tool: (On the 10 National Child Safety Standards)</li> <li>• Social Media promotion: incl. a welcome to the ChildSafe movement via Facebook &amp; Instagram</li> </ul>

## 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 **Terms and Conditions** that follow. Please complete the fields on this page, sign and return to the address options in the page footer, or your local ChildSafe representative.

<b>Signature:</b>	<b>Date:</b>
<b>Name:</b>	

## ***Package Types, their Details and Terms and Conditions.***

SMO is an abbreviation for ChildSafe's Safety Management Online System.

ChildSafe SP3 is an abbreviation for ChildSafe Safety Management System.

### **A. Invoicing Arrangements for 'Sport' Package**

1. Upon receipt of the authorised signed agreement ChildSafe will bill in accordance with the fees indicated on page 1 of this document.
2. Each month ChildSafe will invoice your subscription fee for services in arrears, via direct debit payment (see direct debit form for details). The 'one-off' fee will be invoiced separately at the time of signing on.
3. Where users of the online system exceed 80, ChildSafe will advise what any increase in fees apply at that point. This is seldom anticipated in the 'Sport' package. Any subscriptions exceeding 80 are evaluated only once a year in a late September data 'census'.
4. ChildSafe expect provision of one user account for SMO to each relevant person within your organisation, and make this agreement on that basis. Each user account should be used by one individual only as detailed by their user details and to maintain the integrity of the system and data.
5. ChildSafe invoices are due within 14 days of the date of invoice (unless by specific alternative and authorised arrangement).
6. Agreement prices are normally quoted exclusive of GST. The total price, including GST must be paid by you on the due date of the invoice. Prices will be subject to annual adjustments as explained by ChildSafe. ChildSafe will endeavour to keep any future increases in subscription fees reasonable. However, ChildSafe reserve the right to alter the fees in future.

### **B. ChildSafe Sport Package**

1. ChildSafe will establish a ChildSafe Online (SMO) sub-site, using the details supplied by you on the Subsite Configuration form.
2. You will nominate an administrator for your site, who is the primary person ChildSafe will communicate with and assist in support.
3. ChildSafe will consult with you to set up initial structures (Groups and Divisions) within SMO, to help you start to configure the way people are grouped within the system on your subsite.
4. ChildSafe will conduct an initial briefing by phone (or video call) with your administrator, to help train them in using SMO.
5. ChildSafe will provide a reasonable level of ongoing remote support for system use, preferably via email. In doing so, ChildSafe reserve the right to indicate to you when ChildSafe believe that you have reached the limit of reasonable support, and to negotiate alternative arrangements as necessary. The support ChildSafe offer should be sufficient for your nominated Administrator to use SMO effectively. Please note that if you change your Administrator or need to provide support to more than one person (at different times) this may mean that additional charges will be made for that support. Customers with multiple departments or divisions should be aware that ChildSafe have framed its delivery offering of support to a single Administrator. That person is then tasked to provide "first line" support internally to system users across your organisation. If you require ChildSafe to deliver support to multiple administrators within your organisation, this will require separate negotiation and agreement, and the price will be varied accordingly.
6. ChildSafe provide basic online help in SMO and in User Guides as downloadable resources. ChildSafe's expectation is these have been consulted prior to requesting SMO support.
7. Support relating to errors, omissions or "bugs" within SMO will not be subject to the limits described above. Sometimes these arise outside of our control and ChildSafe will attempt to rectify these as soon as possible, working within our resources.
8. SMO is provided with the default set of ChildSafe SP3 resources available for downloading. These are the forms within the system and the materials within the Training Package. You are encouraged to customise these resources (for example include your organisation name and logo, and key references), without detracting from their core safety implications. Piecemeal uploading or subsequent changes you require ChildSafe to make on your behalf, will attract additional charges.
9. One set of printed ChildSafe SP3 Guides is included as part of this package, to support implementation and as an offline reference for your organisation.
10. The need for additional quantities of ChildSafe SP3 printed publications from time to time (charged at listed rates) is an expected outcome of using the ChildSafe SP3. For larger organisations, a digital guide option may be available subject to separate agreement.

### C. Your Data - ChildSafe System and Privacy

When you subscribe to SMO, you will be making use of a system that ChildSafe have developed and its databases. ChildSafe want to assure you of the steps it takes for the privacy and security of your data.

1. SMO was developed by an Australian IT company, contracted according to ChildSafe specifications. ChildSafe own the intellectual property and its source code. Your data remains secure and your property.
2. SMO is hosted at an Australian-domiciled, highly-secure web-hosting service. The professional web-hosting package provided to ChildSafe includes surety about data security and regular and separated backup.
3. To assist ChildSafe in assessing how effectively SMO is being used, ChildSafe collects some quantitative data on sites (e.g. number of users, number of programs, status summaries for appointment, training and programs, number of incidents logged, number of users attempting training modules).
4. ChildSafe will not view data concerning individuals within your site except as a by-product of collating training and/or census data for the purposes of billing, or otherwise as directed by you to provide, or by any legal requirement to disclose.
5. ChildSafe **Privacy Policy** also forms part of this agreement. By signing this agreement you acknowledge that you have read and agree to the Privacy Policy. A copy of the current version can be found at the footer at [www.childsafe.org.au](http://www.childsafe.org.au)

### D. 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, Safety Management Online (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 alleged to be 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.

### E. 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. Every effort has and will be made to seek to ensure that ChildSafe complies with all 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.

### F. General

1. This agreement binds each of our respective personal representatives, administrators and permitted assigns.
2. This agreement is governed by the laws of Victoria, 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 system (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.

## G. Termination

1. Your SMO site will remain live until this agreement is terminated by either party.
2. Failure to pay your annual subscription fee within a reasonable period of the due date, will result in the suspension of access to your site, and after a reasonable time period to termination of this agreement (by notice in writing from ChildSafe Limited).
3. Upon termination of this agreement, ChildSafe will offer to export your data from your site and provide it to you as a set of tables in CSV (Comma Separated Variable) format. Exported data will comprise database tables as follows: Members, Teams, Divisions/Groups, Programs, Incidents. ChildSafe will charge a fee for this service.
4. 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.
5. ChildSafe may also terminate this agreement if your organisation goes into administration.
6. You may terminate this agreement by not less than 30 days advance notice in writing to ChildSafe.
7. The termination date shall be deemed to be the census date under clause A4 and you will be liable for an annual fee at that point (with no pro-rata).

END