

# Service Agreement

Child's name:		NDIS number:	
DOB:		Start Date of NDIS plan:	

## The Child Development Institute Service Agreement National Disability Insurance Scheme (NDIS)

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## 1. National Disability Insurance Scheme (NDIS)

This Service Agreement is made for the purpose of providing supports under the Participant's NDIS plan or self-funding.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to; Support the independence and social and economic participation of the people living with disability.

Enable people living with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## 2. Parties

This Service Agreement is for \_\_\_\_\_, a Participant in the National Disability Insurance Scheme or self funded, and is made between: \_\_\_\_\_(relationship: \_\_\_\_\_) and the Child Development Institute.

## 3. Time Frame

This Service Agreement will commence on \_\_\_\_\_ for the period:

8<sup>th</sup> January 2024 to 23<sup>rd</sup> December 2024

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## 4.. Contact Details

Participants Details	
Name	
Date of Birth	
NDIS Number	
Plan Management	
	(e.g. Self Managed/ Plan Managed)
Representative's Details	
Name	
Address	
Phone	
Email	
Alternative contact person & number	
Plan Manager Details (if participant is plan managed)	
Organisation Name	
ABN	
Contact Name	
Address	
Phone	
Email	

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Provider Details Northmead:	
Name	The Trustee For Child Development Institute Northmead Trust
ABN	43 807 589 096
Address	Unit 6, 185 Briens Rd, Northmead
Phone number	02 9037 1163
Email	northmead@cdinstitute.com.au
Your Contact:	
Contact name	
Email	

## 5. Schedule of supports

This agreement commits both parties to the provision of the supports set out in Schedule of Supports by Child Development Institute (please refer to Appendix A - Schedule of Supports).

Children enrolled in the Inclusion Readiness Program (IRP) must maintain a minimum of two-day enrolment in the program and one 1:1 ESDM Clinic. If availability at the time of enrolment prevents this enrolment pattern from occurring, it is expected that additional days or service will be picked up upon availability. If a child withdraws from IRP, they are also required to withdraw from their 1:1 ESDM clinic.

At any stage CDI's clinical team may waive this enrolment pattern commitment if it is reflective and supportive of the individual child's therapy needs.

Enrolment in Start Strong, School Readiness Program, Mainstream Support, PECS, Speech Clinics, Occupational Therapy and Feeding Clinics do not have a minimum day or two program enrolment pattern commitment.

Both parties agree to the NDIA support references identified in the schedule for the package supports.

## 6. Responsibilities of the Provider

The provider agrees to:

- I. Review the provision of supports at least 3 monthly with the Participant.
- II. Once agreed, provide supports that meet the Participant's needs at the agreed times.

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- III. Communicate openly and honestly in a timely manner.
- IV. Treat the Participant with courtesy and respect.
- V. Consult the Participant on decisions about how supports are provided.
- VI. Listen to the Participant's feedback and resolve problems quickly.
- VII. Give the Participant the required notice if the provider needs to end the Service Agreement (see '145. Ending this Service Agreement' below for more information).
- VIII. Protect the Participant's privacy and confidential information.
- IX. Provide supports in a manner consistent with all relevant Australian laws.
- X. Keep accurate records on the supports provided to the Participant.
- XI. Issue regular invoices and statements of the supports delivered to the Participant.

## 7. Responsibilities of the Participant/Participant's Representative

The Participant/Participant's representative agrees to:

- I. Inform the provider about how they wish the supports to be delivered to meet the Participant's needs.
- II. Treat the provider with courtesy and respect.
- III. Talk to the provider if the Participant has any concerns about the supports being provided.
- IV. Follows the cancellation policy as outlined (see '1011. Cancellations' below for more information).
- V. Give the provider the required notice if the Participant needs to end the Service Agreement (see '145. Ending this Service Agreement' below for more information).
- VI. Let the provider know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a Participant in the NDIS.

## 8. Payments

### 9.1. Self-Managed Plan:

The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. Payments are made following the delivery of service and must be made in accordance with the Payment Policy outlined in Appendix B - Payment Policy.

Self-Managed Participants acknowledge that they have read, understood and agree to the Child Development Institute Payment Policy (See Appendix B - Payment Policy).

### 9.2 Plan Managed:

The Participant's Nominee manages the funding for supports provided under this Service Agreement. The Participant will provide the Child Development Institute with the contact details of their Plan Manager prior to commencing services. After providing services, the Child Development Institute will send the Participant's Nominee an invoice for those services acquired.

Payments must be made in accordance with the Payment Policy outlined in Appendix B - Payment Policy.

Plan Managed Participants acknowledge that they have read, understood and agree to the Child Development Institute Payment Policy (See Appendix B - Payment Policy).

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Any difference between published NDIS price guide rates and the published CDI fees may be payable by the Participant.

## 9. Attendance and Release of Liability

The Participant and Participant's Representative acknowledges that they have read, understood and agree to the Child Development Institute Attendance and Release of Liability Form (see Appendix C - Attendance and Release of Liability Form).

## 10. Cancellations

Participants are required to pay the full fee for all cancelled services. Notice of non-attendance is still required and should be made to the following email address:

Northmead Centre: [northmead@cdinstitute.com.au](mailto:northmead@cdinstitute.com.au)

Should the Child Development Institute need to cancel an agreed service, arrangements will be made to reschedule the service with another therapist. Should a rescheduled service not be possible, no costs will be charged to the Participant's package.

## 11. Fees and Charges

Support fees are set with consideration to the latest National Disability Insurance Agency (NDIA) Price List for NSW and are GST inclusive (if applicable).

Additional expenses (i.e. items that are not included as part of the Participant's NDIS package) are the responsibility of the package recipient or the Participants representative to pay. These are listed and agreed in the Schedule of Supports (Appendix A - Schedule of Supports).

### 12.1. Late Pick Up from Service Charge

Within any given calendar year, parents/carers who collect the Participant outside the agreed therapy times will:

- I. On the first occasion (if under 15 minutes) receive a written warning
- II. On the second, third and fourth occasion a charge of \$15 per block of 15 minutes or part thereof
- III. On the fifth occasion, receive a charge of \$15 per block of 15 minutes or part thereof and their position at the centre may be terminated

Late pick up charges will automatically be added to the Participant's account (Late fees are not claimable via NDIS).

## 12. Goods and Services Tax (GST)

For the purpose of GST legislation, the Parties confirm the points listed are true and therefore all service costs may be GST exempt.

## 13. Changes to Agreed Schedule of Supports

The parties agree that any changes to the schedule of supports will be in writing, signed, and dated by the parties.

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## 14. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give twenty (20) business days' written notice during term 1, 2 and 3; or forty (40) business days' written notice after week 2 of term 4.

If either party seriously breaches this Service Agreement the requirement of notice may be waived.

Should a Participant or Participant's representative wish to end the service agreement, they will be required to pay the full fee for all services booked during the twenty (20) business day exit period; or forty (40) business day exit period after the week 2 of term 4.

The Child Development Institute reserves the right to terminate enrolment if a family is verbally or physically threatening to staff; does not adhere to minimum enrolment patterns; or does not adhere to their signed service agreement.

## 15. CCTV/Photography/Video

The Participant and the Participant's representative acknowledge that CCTV is installed throughout the address of the Child Development Institute. The installed CCTV documents and records video and audio.

The purpose of the CCTV is as follows;

- I. To give families the ability to observe their child during a 1:1 therapy session.
- II. For internal purposes.
- III. For child protection.

Any CCTV footage that is downloaded by the Child Development Institute will adhere to our privacy policy below and will not be shared with any persons or organisations outside of the Child Development Institute without the written authorisation of the Participant or Participant's representative.

The Participant's representative may verbally request to watch the Participant's scheduled service using a device provided by the Child Development Institute whilst they are on the premises of the scheduled service. The Child Development Institute has the right of refusal to this request for any or all of the services it provides.

The CCTV cannot be recorded by any Participant's representatives at any time. If the Participant's representative wishes to record a Participant's service, they may do so by verbal request and agreement by the Child Development Institute's representative. The approval of this request puts into place the following agreement;

- I. The Participant's representative must be present in the room during the scheduled service.
- II. The Participant's representative must use their own device for the recording.
- III. The Participant's representative acknowledges and agrees it is their sole responsibility for the quality of the recording.
- IV. The recording cannot be made by member of the Child Development Institute.
- V. The recording cannot be shared with anyone outside the Participants immediate family.
- VI. The recording cannot be shared via;
  - i. Social Media Platforms.

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- ii. Any internet services.
  - iii. Any organisations outside of the Child Development Institute.
- VII. Breach of this agreement will result in immediate legal action taken against the Participant or the Participant's representative.

## 16. Child Development Institute Representative's

The Child Development Institute may, at its discretion, subcontract any or all services that it may provide to the participant eg. Specialist Consultants to the program. When sub-contracting these services that are delivered within the Child Development Institute, those sub-contractors are considered a representative of the Child Development Institute, and as such all policies and procedures will apply to the representative as would a normal employee of the Child Development Institute.

## 17. Privacy

The Participant and Participant's Representative acknowledges that they have read, understood and agree to the Child Development Institute Privacy Policy (see Appendix D - Privacy Policy).

## 18. Outcomes

The Child Development Institute implements a variety of techniques to provide the best services. Outcomes of these techniques may vary between Participants. The Child Development Institute is committed to achieving the very best results for the Participant however can under no circumstances guarantee or warrant any or all results are achievable.

## 19. Time Bar

Any claims towards the Child Development institute must be made in writing within five (5) business days of any claimable incidents taking place (please see Appendix C - Attendance and Release of Liability Form).

## 20. Applicable Law

The law of New South Wales applies to the Service Agreement between the Child Development Institute and the Participant & Participant's Representative for the execution of the services and the Courts of that state or the Commonwealth shall have exclusive jurisdiction to determine any dispute arising in any manner in respect to the services or the agreement the parties irrevocably agree that the venue for any determination shall be Sydney, New South Wales.

## 21. Feedback, Complaints and Disputes

If the Participant or Participant's representative wishes to give the provider feedback or is not happy with the provision of support, the Participant should direct their feedback to the Centre Coordinator.

If the Participant is not satisfied or does not want to talk to the Centre Coordinator, they can request to discuss any matter directly with the Child Development Institutes Operation Manager or Operations and Marketing Director. In this instance, the Centre Coordinator will forward the participants contact details to the relevant Manager for their action.

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If the Participant is still not satisfied or does not want to talk to these people, they can contact the following;

- I. The National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.
- II. The NSW Ombudsman by calling 1800 451 524, visiting one of their offices in person, or visiting [ombo.nsw.gov.au](http://ombo.nsw.gov.au) for further information.

## 22. Updates to Service Agreements

The Child Development Institute has the right to update this Service Agreement from time to time. Any and all updates to this Service Agreement will be available through our website at [www.cdinstitute.com.au/service-agreements/](http://www.cdinstitute.com.au/service-agreements/) or on request. Participants will be notified of any updates to the Service Agreement at least 14 days before they are implemented.

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### 23. Agreement Signatures

The parties agree to the terms and conditions of this Service Agreement.

Signature of Participant's representative \_\_\_\_\_

Name of Participant's representative \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorised person from provider: \_\_\_\_\_

Name of authorised person from provider: \_\_\_\_\_

Date \_\_\_\_\_

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## Appendix A - Schedule of Supports

The provider agrees to make available to the Participant the following services:

Service	Sessions Per week	Day of session	Time of session	Cost per session	Cost per week
All services are provided under NDIS item code: 15_005_0118_1_3 Capacity Building for Early Childhood Supports -Other Therapy					
1:1 ESDM Clinic with ESDM Therapist (1 hour) Non-face-to-face Support – Includes set up and close down of session (8 mins)	1	Wed	1:15pm		
2:1 ESDM Inclusion Readiness Program (3hrs) Non-F2F-Support – Includes set up and close down of program and weekly room planning meeting (33mins)	2	Mon & Wed	9:00 am - 12:00 pm		
3:1 Start Strong Group Program (1.5 hour) Non-F2F-Support – Includes planning, reflection and documentation (27mins)					
1:1 Mainstream Support Program (2 hours) Non-F@F-Support – Includes documentation and travel (1 hour)					
2:1 Parent Coaching Playgroup (1.5 hours) Non-F2F-Support – Includes planning, reflection and documentation (35 mins)					
PECS Clinic 2 therapist (30 minutes)					
Weekly Non-Face to face Fee Non-F2F-Support – includes reflection, data review, documentation and collaboration for children enrolled in IRP and Clinic (45 mins)	1	Mon			
Quarterly review of ESDM program (1 per term) 1:1 ESDM Clinic Review of Program (1 – 1.5 hours) Non-F2F-Support: Program Development (1 - 1.5 hours)					

The supports and their prices are set out in the attached Schedule of Supports.

Participant or Participant's Representative Signature: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Provider Representative Signature: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

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## Appendix B - Payment Policy

### Self-Managed & Self-Funded

For NDIS self-managed / self-funded families the following procedure applies:

- I. Current fees and service descriptors will be communicated to families upon enrolment.
- II. Parents/guardians will be notified at least 14 days before any changes are made to the fees charged.
- III. Fees/charges will apply for all services per the Child Development Institute's Service Agreement.
- IV. Fees set by Child Development Institute will be reviewed for time to time in consideration of the NDIS Price Guide and as necessary based on increased operational overheads.

### Payment of Fees

Fees can only be paid via direct debit from your nominated Visa or Mastercard card. Fees will be debited on the Sunday of every service week. Our Administration Team will be in contact to setup direct debit. Services cannot commence until direct debit is in place.

### Additional Fees & Charges

Participants or Participant's representatives are responsible for any charges the Child Development Institute pays to financial institutions for dishonoured payments. The current dishonour fee is \$35 per transaction. Dishonour fees are not claimable via NDIS.

### Difficulty in Payment

If a Participant or Participant's representative is experiencing difficulty paying their fees, they should contact the Centre Coordinator.

### Late Payment

Late payment of fees (without a written payment agreement) entitles Child Development Institute to terminate the child's placement at the centre in accordance with the Child Development Institute ending this Service Agreement policy. A payment is considered late if it goes unpaid after five (5) business days from the date of direct debit.

### Plan Managed

For NDIS Plan Managed Participants the following procedure applies:

- I. Current fees and service descriptors will be communicated to families upon enrolment.
- II. Information regarding families funding and payment preference will be gathered upon enrolment
- III. Families will be notified at least 14 days before any changes are made to the fees charged or the way in which fees are collected.
- IV. Fees set by Child Development Institute will be reviewed in consideration of the NDIS Price Guide and as necessary based on increased operational overheads.
- V. Any difference between published NDIS price guide rates and the published CDI fees may be payable by the Participant.
- VI. Any invoices that the Plan Manager will not pay due to lack of funding availability are payable by the Participant.
- VII. Fees/charges will apply for all services per the Child Development Institute's cancellation policy.
- VIII. Payment remittance advice must be sent to [accounts@cdinstitute.com.au](mailto:accounts@cdinstitute.com.au)
- IX. Payment of fees will occur via EFT (electronic funds transfer) into the bank account as detailed on each invoice.

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## Appendix C - Attendance and Release of Liability Form

### ATTENDANCE AND RELEASE OF LIABILITY FORM

#### Child Development Institute (Centre)

This Agreement is between You, whose details are set out at the end of this Agreement and The Trustee for Child Development Institute Northmead Trust (ABN: 43 807 589 096) ("Us/We/Our").

#### 1. Definitions

- a) **Child** means a person under the age of 18;
- b) **Dependent** means:
  - I. a Child; or
  - II. a person who is under a mental impairment and has been medically certified as not being able to look after themselves.
- c) **Recipient** means any person, including any Dependent who receives services from Us.
- d) **You** means the:
  - I. Recipient; or
  - II. Parent/Guardian where the Recipient is a Dependent.

#### 2. Dependents

Where a person receiving services from Us at the Centre is a Dependent, the Parent or Guardian signing for and on behalf of the Dependent accepts all terms set out in this Agreement.

#### 3. Attendance

- a. You acknowledge the terms and conditions of this Agreement apply whenever a Recipient attends the Centre.
- b. You confirm that:
  - i. You have:
    - a. completed the details section at the end of this Agreement (Details); and
    - b. lawful authority and/or parental responsibility of any Dependent listed in the Details; and
  - ii. all information in the Details is current and correct.
- c. You must immediately inform Us in the event of any change to the Details and to update the Details with respect to any changes of a Recipient's medical conditions, including allergies and sensitivities, and medications.

#### 4. Custody and control of Dependents in Our care

- a. You delegate the custody and control of each Dependent to Us when they are at the Centre.
- b. You consent to each Dependent being cared for by persons who are Our employees, which include:
  - i. Our employees, servants, contractors or agents; or
  - ii. any other person attending at the Centre with Our permission in relation to the provision of Our services.

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- c. You authorise Us to take any action We consider necessary, appropriate or in the best interests of a Dependent in circumstances to protect that Dependent while at the Centre or otherwise in Our care or control.

## 5. Liability

- a. Except where to do so would contravene any law or cause any part of this clause to be void or unenforceable, or for breach of an implied term, You agree We are not liable for and release Us and our Employees from any liability for:
- i. death or personal injury or illness to You or a Recipient arriving at, attending or leaving the Centre, including where death or injury or illness is caused by Us or Our Employees unless caused by Our or Our Employees' gross negligence or wilful default; or
  - ii. any loss or damage that You or a Recipient may suffer due to any errors or omissions on any form We or our Employees have provided to You where that form is completed by You or another person; or
  - iii. any loss or damage suffered by You or a Recipient which is caused by a third party that is not in any way related to the service provided by Us to a Recipient; or
  - iv. any loss or expense due to any circumstances beyond Our control, including, but is not limited to, an act of god, delays in public transport, weather, quarantine, strikes or other industrial action, terrorism, fire and riot for any loss of; or
  - v. any damage to any personal property belonging to You or a Recipient, except where such loss is caused by Our or Our Employees' gross negligence or wilful default; or
  - vi. for any economic losses, including, but without limitation to, loss of revenues, profits, contracts, business or anticipated savings, loss of goodwill or reputation, any other special, indirect or consequential losses or loss to third parties or consequential losses of any nature at all which may be suffered by You or a Recipient where that loss is incurred directly or indirectly as a result of Our provision of services to a Recipient.

## 6. Appointments

- a. You understand and agree:
- i. a Recipient is to attend the Centre for the time scheduled with Us at the Centre (**Appointments**); and
  - ii. where the Recipient is a Dependent, You are responsible to ensure they are brought to and collected from the Centre for each Appointment at the time scheduled.
- b. You agree to immediately notify the Centre if the Dependent is unable to be picked up when an Appointment ends at the scheduled time (**Late Collection**). You understand that late fees can apply for the Late Collection of a Dependent.
- c. You accept that a decision made by Us or our Employee that a Dependent is too ill to attend an Appointment is final and agree to ensure the Dependent is collected promptly after being informed of such a decision and fees must still be paid for this Appointment (or any subsequent day where the Dependent is unable to attend).

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## 7. Other authorisations

- a. You consent to Dependents being collected from or brought to the Centre by any person listed as an authorised person in the child's enrolment form), even if You have not previously advised of such collection on any given day.
- b. You agree to advise our Employees if the Dependent is to be collected by any other person who is not an Authorised Person.
- c. You acknowledge that We or our Employees may:
  - i. require any person collecting a Dependent to be introduced to the appropriate Employees and provide photo identification prior to the Dependent being released to them; and
  - ii. may refuse any person from collecting a Dependent if the information required has not been provided or if the situation at the time of collection is deemed to place the Dependent at risk.
- d. You consent to first aid being administered to a Dependent by any person who is the holder of a current first aid certificate.
- e. You understand and accept that an Employee can only administer medication to a Dependent if:
  - i. the medication is accompanied by a medical action plan. For example, Anaphylaxis or Asthma Action Plan.
- f. In the event of any illness or injury to a Dependent whilst they are in Our care, You acknowledge We will inform You as soon as possible about the nature of the illness or injury to the Dependent, and if in their opinion it is necessary to do so, You authorise Us or our Employees seek urgent:
  - i. medical or dental treatment from a doctor or dentist or from a hospital or ambulance service; or
  - ii. assistance from any person nominated in the Details; or
  - iii. Ambulance transportation.
- g. You agree to reimburse Us for any charges, costs or expenses incurred by it in obtaining any medical, hospital or related treatment for the Dependent.
- h. You acknowledge and consent to Us and our Employees providing any information to any party which may be required to be provided under any law.

## 8. Fees and charges

- a. You acknowledge that fees will be charged for all services per 'Appendix B - Payment Policy.'
- b. You agree to pay all service fees and additional fees and charges per 'Appendix B - Payment Policy.'

## Appendix D - Privacy Policy

### Managing Participant and Participant Representative's information

#### 1. Policy

The management of the Child Development Institute are committed to protecting the privacy of the Participants within our service. Information collected is kept strictly confidential and used only for the services of Participants.

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## 2. Purpose

To ensure Participants who receive services from the Child Development Institute are comfortable in entrusting their information. This policy provides information to Participants and Participant representative's as to how their personal information is collected and used within the Child Development Institute and the circumstances in which we may disclose it to third parties.

## 3. Scope

This policy applies to all representatives, Participants and Participant representative's of The Child Development Institute.

## 4. Child Development Institute Procedure

The Child Development Institute will:

- I. Provide a copy of this policy upon request
- II. Ensure Child Development Institute representative's will deal appropriately with inquiries or concerns
- III. Take such steps as are reasonable in the circumstances to implement practices, procedures and systems to ensure compliance with inquiries or complaints
- IV. Collect personal information for the primary purpose of managing a Participant's services and for financial claims and payments

## 5. Child Development Institute Representative's Responsibility

The Child Development Institute representatives will take reasonable steps to ensure Participants and Participant's representative understand:

- I. What information has been and is being collected
- II. Why the information is being collected and whether this is due to a legal requirement
- III. How the information will be used or disclosed
- IV. Why and when their consent is necessary
- V. The Child Development Institute procedures for access and correction of information, and responding to complaints of information breaches, including by providing this policy
- VI. Participant and Participant's Representative Consent

The Child Development Institute will only interpret and apply a Participant's consent for the primary purpose for which it was provided. The Child Development Institute representative must seek additional consent from the Participant or Participant's Representative if the personal information collected may be used for any other purpose.

## 6. Collection, use and disclosure

Child Development Institute recognises that the information we collect is often of a highly sensitive nature and as an organisation we have adopted the privacy compliance standards relevant to Child Development Institute to ensure personal information is protected.

For administrative and billing purposes and to ensure quality and continuity of Participant services a Participant's information is shared between the Child Development Institute representatives.

Collected personal information will include Participants and Participant representative's

- I. Names, addresses and contact details

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- II. NDIS Number
- III. Medical information including medical history, medications, allergies, adverse events, immunisations, social history, family history and risk factors.

A Participant's personal information may be held at the Child Development Institute in various forms

- I. As paper records
- II. As electronic records
- III. As visuals i.e. videos & photos
- IV. As audio recordings

The Child Development Institute procedures for collecting personal information is set out below:

- I. Child Development Institute representative collect Participant's personal and demographic information via registration when Participants and Participant representatives present to the service for the first time. Participants and Participant representatives are encouraged to pay attention to the collection statement that they complete as a new client.
- II. During the course of providing services the Child Development Institute representative will consequently collect further personal information.
- III. Personal information may also be collected from the Participant's representative or responsible person (where practicable and necessary) or from other involved healthcare specialists.
- IV. The Child Development Institute holds all personal information securely, whether in electronic format, in protected information systems or in hard copy in a secured environment.

Personal information collected by Child Development Institute may be used or disclosed in the following instances:

- I. For medical defence purposes.
- II. As required by law.
- III. As required during the normal operation of services provided. i.e. for reporting to the NDIS
- IV. For the purpose of a confidential dispute resolution process

Some disclosure may occur to third parties engaged by or for the Child Development Institute for business or for the provision of information technology. These third parties are required to comply with this policy.

The Child Development Institute will not disclose personal information to any third party other than in the course of providing services, without full disclosure to the Participant or the Participant's representative, the reason for the information transfer and full consent from the Participant.

The Child Development Institute will not disclose personal information to anyone outside Australia without need and without Participant or Participant's Representative consent.

The Child Development Institute will not use any personal information in relation to direct marketing to a Participant without that Participant's or Participants Representative's express consent.

The Child Development Institute evaluates all unsolicited information it receives to decide if it should be kept, acted upon or destroyed.

Child Development Institute will employ all reasonable endeavours to ensure that a Participant's personal information is not disclosed without their prior consent.

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## 7. Data Quality

Participant information collected and retained in our records for the purpose of providing quality services will be complete, accurate, and up to date at the time of collection.

## 8. Data Security

All due care will be taken to ensure the protection of Participant privacy during the transfer, storage and use of personal information.

Retention of records is for a minimum of 7 years from the date of last entry into the Participant record unless the Participant is a child in which case the record must be kept until the Participant attains the age of 25 years of age.

## 9. Access to Participant information and correction

The following will apply regarding accessing personal and private information by a Participant:

A Participant has the right to request access their own personal information and request a copy or part of the whole record.

Participants have the right to obtain their personal information in accordance with the Federal Privacy Act from 20 December 2001 onwards. Requests must be made in writing and an acknowledgement letter will be sent to the Participant within 14 days confirming the request and detailing whether the request can be complied with and an indication of any costs associated with providing the information. Time spent and photocopying costs when processing a request can be passed on to the requesting Participant. Information can be expected to be provided within 30 days.

While the Participant is not required to give a reason for obtaining the information, a Participant may be asked to clarify the scope of the request.

In some instances, the request to obtain information may be denied, in these instances the Participant will be advised.

The Child Development Institute will take reasonable steps to correct personal information where it is satisfied they are not accurate or up to date. From time to time the Child Development Institute will ask Participants and Participant representatives to verify the personal information held by the Child Development Institute is correct and up to date.

Participants and Participant representatives may also request the Child Development Institute corrects or updates their information and Participants and Participant representatives should make such requests in writing. Upon request by the Participant, the information held by this service will be made available to another service.

## 10. Parents/Guardians and Children

To protect the rights of a child's privacy, access to a child's information may at times be restricted for parents and guardians. Release of information may be referred back to the Child Development Institute where their professional judgement and the law will be applied.

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## 11. Complaints

The management of Child Development Institute understands the importance of confidentiality and discretion in the way we manage and maintain the personal information of our Participants. The Child Development Institute takes complaints and concerns about the privacy of Participant personal information seriously. Participants and Participant representatives should express any privacy concerns in writing. The Child Development Institute will then attempt to resolve it in accordance with its complaint resolution process.

All representatives of Child Development Institute are required to observe the obligations of confidentiality and are required to sign Confidentiality Agreements.

In the instance where you are dissatisfied with the level of service provided within the Child Development Institute, we encourage you to discuss any concerns relating to the privacy of your information with the Child Development Institute Manager.

If the complaint has not been resolved to your level of satisfaction all complaints should be directed to:

**The Federal Privacy Commissioner**

Level 8 Piccadilly Tower  
133 Castlereagh Street  
Sydney NSW 2000  
Privacy Hotline: 1300 363 992

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