

## Terms and Conditions

### Educator Registration

#### **1. Verification of Identify**

In order to be able to sign up for Job Search Assist, Kool Kids Training College Pty Ltd is required to collect and hold information about. This may include:

- a. Your name
- b. Date of Birth
- c. Email address
- d. Your address;
- e. Mobile telephone number;
- f. Your qualifications; and
- g. Copy of your CV which may contain:
  - i. Profile photo;
  - ii. Early Childhood Education and Care Qualifications;
  - iii. Reference; and
  - iv. Bio

You warrant that any information you give to Kool Kids Training College in the course of completing the registration process will always be accurate, correct and up to date.

You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with Kool Kids Training College or you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

Kool Kids Training College Pty Ltd takes your privacy seriously and any information provided through your use of the Services are subject to Kool Kids Training College's Privacy Policy, which is available on the Kool Kids Training website.

#### **2. Consent to Use Personal Information**

In order to be able to access the full functionality of Job Search Assist, Kool Kids Training College Pty Ltd is required to collect and hold information about you (which may include personal information outlined in clause 1).

Kool Kids Training College Pty Ltd requires your consent before it can collect, use or share the personal information. If you do not consent to Kids Training College

Pty Ltd collecting and handling this information, you will not be able to presented to employers who may choose to interview you.

By agreeing to our Terms of Use, you authorise Kool Kids Training College Pty Ltd to, subject to law, use, store, disclose, transfer, obtain or exchange your personal information with all such persons as Kool Kids Training College Pty Ltd may consider necessary in order to provide you with the Job Search Assist Services and in order to comply with Kool Kids Training College Pty Ltd's legal obligations.

Kool Kids Training College Pty Ltd takes your privacy seriously and any information provided through our website via 'Submit your CV' are subject to Kool Kids Training College's Privacy Policy, which is available on the Kool Kids Training College Pty Ltd website.

### **3. Fees and Charges**

There are currently no fees and charges of use for Job Search Assist.

In the event that changes, you will be notified of the fees payable for continued use of the service.

### **4. Terms of Use**

#### 1. About the Service

1. Welcome to Job Search Assist. This service connects Childcare Centre Managers with educators looking for work (the 'Services').
2. Job Search Assist is operated by Kool Kids Training College Pty Ltd (ABN 34 159 863 608). Access to and use of the Services is provided by Kool Kids Training College. Please read these Terms of Use (the 'Terms') carefully. By using the Services, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Services, immediately.
3. Kool Kids Training College reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Kool Kids Training College updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

#### 2. Acceptance of the Terms

You accept the Terms by using Job Search Assist and submitting your CV.

You warrant that any information you give to Kool Kids Training College will be accurate, correct and up to date.

You will use the Services only for purposes that are permitted by:

- i. the Terms; and
- ii. any applicable law, regulation or generally accepted practices; or
- iii. guidelines in the relevant jurisdictions;

3. Kool Kids Training College reserves the right, in its sole discretion, to terminate your participation in the Services.

## **5. General Disclaimer**

1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
2. Subject to this clause, and to the extent permitted by law:
  - a. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - b. Kool Kids Training College Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. Use of the Services is at your own risk. Everything in the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Kool Kids Training College Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Job Search Assist. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - a. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure,

unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- b. the accuracy, suitability or currency of any information in the Services, or
- c. costs incurred as a result of being presented to an employer and attending interview; and

1. No warranties

- 0. You acknowledge and agree that Kool Kids Training College Pty Ltd provides the Services as an independent contractor, and nothing in these Terms of Use create an employment, agency, joint venture or partnership relationship between it and you, the employer (Centre) or the employee (educator). For the avoidance of doubt, there is no contractual or employment relationship between Kool Kids Training College Pty Ltd and those using the Services (educators).
- 1. The Services provided are to put childcare centre operators and future educators in touch with each other. Any engagement of an employee (educator) and the employer (Centre) will create an employment relationship between them and does not, in any way, involve or create a relationship with Kool Kids Training College Pty Ltd.
- 2. Kool Kids Training College Pty Ltd gives no warranty for, and will not be liable to ensure, the accuracy of the information provided by educators, and does not undertake reference checking or other verification of the information provided by the educator through their use of the Services .
- 3. Centres must ensure that they perform such checks that they deem necessary to ensure that they are satisfied to make an offer of employment to an educator. Once made, the Centre is responsible for payment of all wages, superannuation and other entitlements required to be made by law.
- 4. The Centre undertakes that it will meet all obligations of any Modern Award or enterprise agreement applicable to the employment of educators to ensure that it is in compliance with all its industrial obligations. Centres are responsible for meeting all work health and safety obligations, including ensure that educators receiving appropriate induction and workplace training to meets its legal obligations.
- 5. Kool Kids Training College Pty Ltd will not be liable for any claim brought by an educator against it and/or a Centre related to their employment at a Centre.

2. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Kool Kids Training College

Pty Ltd. Competitors are not permitted to use or access any information or content in these Services. If you breach this provision, Kool Kids Training College Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

3. Limitation of liability

0. Kool Kids Training College Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
1. You expressly understand and agree that Kool Kids Training College, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

4. Termination

0. The Terms will continue to apply until terminated by either you or by Kool Kids Training College Pty Ltd as set out below.
1. Kool Kids Training College Pty Ltd may at any time, terminate your access to the Services if:
  - a. you have breached any provision of the Terms or intend to breach any provision;
  - b. Kool Kids Training College is required to do so by law;
  - c. the provision of the Services to you by Kool Kids Training College is, in the opinion of Kool Kids Training College, no longer commercially viable.
2. Subject to local applicable laws, Kool Kids Training College reserves the right to discontinue or cancel your access to the Services at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Kool Kids Training College's name or reputation or violates the rights of those of another party.

5. Indemnity

You agree to indemnify Kool Kids Training College, its affiliates, directors, officers, employees, agents, contributors, third party content providers and licensors from and against:

- . all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis)

- incurred, suffered or arising out of or in connection with the employment of an educator by a Centre;
  - a. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
  - b. any direct or indirect consequences of you accessing the Services; and
  - c. any breach of the Terms.
6. Dispute Resolution
- 0. Compulsory: If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
  - 1. Notice: A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
  - 2. Resolution: On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:
    - a. Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
    - b. If for any reason whatsoever, 7 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
    - c. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
    - d. The mediation will be held in Queensland, Australia.
  - 3. Confidential: All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
  - 4. Termination of Mediation: If 7 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

7. Venue and Jurisdiction

The Services offered by Kool Kids Training College is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Services, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

8. Governing Law

0. The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules.

1. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

9. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

10. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

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