

CORNERSTONE SERVICES LIMITED - TERMS & CONDITIONS OF SERVICE

1. DEFINITIONS

- 1.1 Cornerstone Children Services Limited its successors and any person acting on behalf Cornerstone Children Services Limited
- 1.2 "Child" shall mean the child/children enrolled with Cornerstone Children Services Ltd
- 1.3 "Parent/Guardian" shall mean the Parent/Guardian or any person acting on behalf of and with the authority of the Parent/Guardian .
- 1.4 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Parent/Guardian if a Limited Liability Parent/Guardian on a principal debtor basis.
- 1.5 "Services" shall mean all services supplied by Cornerstone Children to the Parent/Guardian and includes any advice or recommendation and are as described on the invoices, enrolment form or any other forms as provided by Cornerstone Children to the Parent/Guardian.
- 1.6 "Fees" shall mean the cost of the Services as agreed between Cornerstone Children Services Limited and the Parent/Guardian subject to clause 3 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Cornerstone Children from the Parent/Guardian for the supply of Services and/or the Parent/Guardian's acceptance of Services supplied by Cornerstone Children shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Parent/Guardian has entered into this agreement , the Parents/Guardians shall be jointly and severally liable for all payments of the Fees and all Parents/Guardians involved agree to sign Cornerstone Children's Enrolment Form.
- 2.3 Upon acceptance of these terms and conditions by the Parent/Guardian the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or the written consent of the manager of Cornerstone Children.
- 2.4 None of Cornerstone Children agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Director/Owner of Cornerstone Children in writing nor is Cornerstone Children bound by any such unauthorised statements.
- 2.5 These terms and conditions are to be read in conjunction with Cornerstone Children Enrolment Form. If there are any inconsistencies between the two documents then the terms and conditions contained in this document shall prevail.
- 2.6 The Parent/Guardian shall notify Cornerstone Children immediately should there be any change in circumstances from the details as outlined in the enrolment form including (but not limited to) living arrangements of the child and/or Parent/Guardian.

3. PRICE AND PAYMENT

- 3.1 At Cornerstone's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by Cornerstone Children to the Parent/Guardian in respect of Services supplied; or
- (b) the Fee as at the date of delivery of the Services according to Cornerstone Children's current Fee schedule ; or
- (c) Cornerstone Children's quoted Price (subject to clause 3.2) which shall be binding upon Cornerstone provided that the Parent/Guardian shall accept Cornerstone Children quotation in writing Within thirty (30) days .
- 3.2 Cornerstone Children's reserves the right to change the Price in the event of a variation to Cornerstone's quotation.
- 3.3 At Cornerstone Children's sole discretion a deposit may be required.
- 3.4 Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice .
- 3.5 At Cornerstone Children's sole discretion;
- (a) payment shall be due on delivery of the Services, or
- (b) payment shall be due before delivery of the Services , or
- (c) payment for approved Parent/Guardians shall be made by instalments in accordance. With Cornerstone Children's payment schedule, or
- (d) payment for approved Parent/Guardian's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Parent/Guardian's address or address for notices.
- 3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by electronic transfer, or by direct credit, or by any other method as agreed to between the Parent/Guardian and Cornerstone Children.
- 3.7 Where the Centre agrees to a weekly, fortnightly or monthly payment schedule then a reasonable administration fee will apply to those accounts .
- 3.8 Fees must be paid in full unless the Parent/Guardian is granted a Fee subsidy . In this case. The Fee payable will be the total Fee due. The Parent/Guardian will be responsible for contacting the Coordinator. Completing the Fee subsidy form and providing proof of income.
- 3.9 Fees remain payable in full, even when there is a public holiday, or the child is absent through illness or for any other reason.
- 3.10 The childcare benefit is also available to a Parent/Guardian through an application to the WINZ Office, but it is the responsibility of the Parent to claim from the WINZ Office and notify the Centre of their WINZ Reference Number (WRN) even where the family will not be claiming a Child Care Benefit as reduced Fees on a weekly basis. Cornerstone Children's paid in full invoice must be signed by Cornerstone Children.
- 3.11 The Parent/Guardian is obliged to contact Cornerstone if there is any change to his or her circumstances which may have a bearing on the amount of Fees to be paid, and their eligibility for any subsidy.
- 3.12 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. DELIVERY OF SERVICES

- 4.1 The failure of Cornerstone to deliver shall not entitle either party to treat this contract as repudiated.
- 4.2 Cornerstone shall not be liable for any loss or damage whatever due to failure by Cornerstone to deliver the Services (or any of them) promptly or at all.

5. ABSENCES AND ILLNESS

- 5.1 It is the responsibility of the Parent/Guardian to advise if a child is to be absent as soon as possible, and inform Cornerstone of the estimated length of absence. If the child is to go on holidays, fees are to be paid in advance to cover the period of absence .
- 5.2 A Child will not be able to attend Cornerstone for any period of time during which:
- (a) the child is suffering from a disease or condition which is contagious through normal social contact; or
- (b) a medical practitioner has recommended the child not attend Cornerstone; or
- (c) when Cornerstone requests that the sick child be kept away from Cornerstone because the child requires care which Cornerstone resources do not permit; or
- (d) where a medical practitioner prescribes antibiotics or antifungal medication for a child, the Parent/Guardian must ensure that the child does not attend Cornerstone for twenty- four hours after commencement of the medication.

6. MEDICATION

- 6.1 A Parent/Guardian whose Child requires administration of medication will.
- (a) complete the appropriate form at Cornerstone; and
- (b) provide the correct medication in its original container; and
- (c) provide written instructions from a medical practitioner for the administration of nonprescription medication; and
- (d) provide Cornerstone the doctor's name and contact phone number.
- 6.2 Cornerstone are authorised to administer medication only in accordance with the Parent/Guardian's written authority. In doing so, Cornerstone is to be regarded as acting in place of the Parent/Guardian. Cornerstone is not liable for any allergic reaction or injury caused to the child by the administration of the medication in accordance with the Parent/Guardian's written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by the Parent/Guardian.
- 6.3 The Parent/Guardian agrees for Cornerstone to administer one (1) dose of Paracetamol in the event of the Child's body temperature rising above 38 degrees. Cornerstone shall make contact with either the Parent/Guardian or the Emergency Contacts to inform the Parent/Guardian that Paracetamol is being administered and discuss at the time further actions to take in the event that the temperature does not subside within an appropriate time frame .
- 6.4 The Parent/Guardian will notify the centre of any changes or developments in the child's medical history.

7. ACCIDENT/EMERGENCY

- 7.1 In the event of an accident or emergency resulting in the need for medical attention, the Parent/Guardian hereby gives authority to Cornerstone or their delegate to arrange such medical assistance and/or ambulance as deemed necessary. Every reasonable effort will be made to contact the Child's Parent/Guardian . However, if unable to contact them, Cornerstone or their delegate may authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the Child's doctor, any attending doctor, ambulance officer, police or State Government Officer , on behalf of the Parent/Guardian.
- 7.2 The Parent/Guardian will be responsible for any costs incurred as a result of transaction or treatment.

8. EMERGENCY CONTACTS

- 8.1 The Parent/Guardian must provide Cornerstone Children with the names and addresses of the responsible persons over the age of eighteen (18) Cornerstone can collect the child in case of an emergency or illness. When contacted by Cornerstone or their delegate, the Parent or a responsible person authorised by the Parent/Guardian, must go immediately to Cornerstone to collect a sick or injured child

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9. PERSONS TO COLLECT A CHILD

- 9.1 A Child may be released into the care of either the Parent/Guardian, or a responsible person into whose care a custodial Parent/Guardian has signed permission for the Child to be released. This may include persons nominated as emergency contacts, persons nominated on the enrolment form to collect the Child, or persons nominated to collect the Child on specific occasions .
- 9.2 The person collecting the Child (other than the Parent/Guardian) may be required to produce proof of identity to satisfy Cornerstone of their bona fides before the Child will be released.
- 9.3 Cornerstone will not be responsible for the removal of a child from Cornerstone Children by a non-custodial Parent/Guardian or other person, however will do all in their power to prevent this. In such a case, Cornerstone Children will make every effort to contact the custodial Parent/Guardian and Police.

10. PARENT/GUARDIANS DISCLAIMER

- 10.1 The Parent/Guardian hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to him by any servant or agent of Cornerstone Children and the Parent/Guardian acknowledges that he buys the Services relying solely upon his own skill and judgement.

11. INTELLECTUAL PROPERTY

- 11.1 Where Cornerstone has designed or drawn Services for the Parent/Guardian, then the copyright in those designs and drawings shall remain vested in Cornerstone, and shall only be used by the Parent/Guardian at Cornerstones discretion.

12. DEFAULT & CONSEQUENCES OF DEFAULT

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two) and one half percent (2.5%) per calendar month (and at Cornerstone Children's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Parent/Guardian owes Cornerstone any money the Parent/Guardian shall indemnify Cornerstone Children from and against all costs and disbursements incurred by Cornerstone in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis. Cornerstone Children's collection agency costs, and bank dishonour fees) .
- 12.3 Without prejudice to any other remedies Cornerstone Children may have, if at any time the Parent/Guardian is in breach of any obligation (including those relating to payment), Cornerstone Children may suspend or terminate the supply of Services to the Parent/Guardian and any of its other obligations under the terms and conditions Cornerstone Children will not be liable to the Parent/Guardian for any loss or damage the Parent/Guardian suffers because Cornerstone Children exercised its rights under this clause.
- 12.4 Without prejudice to Cornerstone Children's other remedies at law Cornerstone shall be entitled to cancel au or any part of any order of the Parent/Guardian which remains unperformed and all amounts owing to Cornerstone Children shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Cornerstone Children becomes overdue. or in Cornerstone Children's opinion the Parent/Guardian will be unable to meet its payments as they fall due; or
- (b) the Parent/Guardian becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors ; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Parent/Guardian or any asset of the Parent/Guardian.

13. CONSUMER GUARANTEES ACT 1993

- 13.1 This agreement is subject, in all cases except where the Parent/Guardian is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993

14. CANCELLATION

- 14.1 Cornerstone may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. Cornerstone Children shall not be liable for any loss or damage whatever arising from such cancellation .

15. COURT ACTION

- 15.1 Should a Child or children attending Cornerstone Children be subject of any court action, particularly custody or access issues being heard before the Family Law Court, Cornerstone Children does not allow staff to issue statements or provide reports regarding children except where instructed to do so by the court itself.

16. PRIVACY ACT 2020

- 16.1 The Parent/Guardian authorises Cornerstone or Cornerstone's agent to:
- {a) access, collect, retain and use any information about the Parent/Guardian;
- (b) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Parent/Guardian's; or
- (c) for the purpose of marketing products and services to the Parent/Guardian.
- (d) disclose information about the Parent/Guardian, whether collected by Cornerstone from the Parent/Guardian directly or obtained by Cornerstone from any other source. to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Parent/Guardian.
- 16.2 Where the Parent/Guardian is an individual the authorities under clause 16.1 are authorities or consents for the purposes of the Privacy Act 2020.
- 16.3 The Parent/Guardian shall have the right to request Cornerstone for a copy of the information about the Parent/Guardian retained by Cornerstone and the right to request Cornerstone to correct any incorrect information about the Parent/Guardian held by Cornerstone.
- 16.4 The Parent/Guardian consents to authorising Cornerstone management to share information within the enrolment forms to Government agencies where it is determined that child/ren maybe deemed to be unsafe or at risk of harm. MSD Accreditation services will have access to child/rens enrolment forms for auditing purposes.
- 16.5 All information pertaining to these documents will be securely stored at Cornerstone or on site. Information will be kept for no longer than 7 years .
- 16.6 In the event of a breach of confidentiality occurring through the sharing of information contained in this document. Cornerstone Children will contact the Privacy Commission and report the breach.

17. GENERAL

- 17.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Rotorua Court of New Zealand.
- 17.3 Cornerstone shall be under no liability whatever to the Parent/Guardian for any indirect loss and/or expense (including loss of profit) suffered by the Parent/Guardian arising out of a breach by Cornerstone Children of these terms and conditions .
- 17.4 In the event of any breach of this contract by Cornerstone the remedies of the Parent/Guardian shall be limited to damages. Under no circumstances shall the liability of Cornerstone exceed the Fees of the Services.
- 17.5 The Parent/Guardian shall not be entitled to set off against or deduct from the Fees any sums owed or claimed to be owed to the Parent/Guardian by Cornerstone.
- 17.6 Cornerstone reserves the right to review these terms and conditions at any time and from time to time. If, following any such review. There is to be any change in such terms and conditions , that change will take effect from the date on which Cornerstone notifies the Parent/Guardian of such change .
- 17.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

18. CONSENT FOR TRANSPORTATION

The parent/Guardian gives consent for staff of Cornerstone to drop off/pick up my child/ren from school to Cornerstone or nearby sites. For my children to participate on excursions and be transported to sites or out of town activities by Cornerstone staff.