



Terms & Conditions for Child Enrolment

Acceptance of enrolment and continuation of enrolment at the Affinity Education Group Pty Ltd, ABN 37 163 864 195 (**Affinity Education, we, us, our**) early childhood education and care centre (**Service**) detailed in the enrolment form (**enrolment form**) for the child being placed in care (**child**), is subject to and conditional upon the guardian detailed in the enrolment form, having lawful authority for the child (**guardian, parent, family, you, your**), confirming, acknowledging and agreeing, on behalf of itself and the child, to:

- the terms, conditions, declarations, authorisations and undertakings detailed in the enrolment form;
- Affinity Education's Service-facing policy and procedure library (**Policy Manual**), made available to guardians in hardcopy at the Service from time to time, subject to the legal, regulatory and licensing requirements of the Service including, but not limited to, the requirements of the Australian Children's Education and Care Quality Authority (**ACECQA**) which incorporates the National Quality Standards (**NQS**) and Early Years Learning Framework (**EYLF**);
- comply with all State and Commonwealth laws and regulations relevant to early childhood education and care;
- the procedures, policies and requirements set forth below and as published on websites used by Affinity Education and/or the Service (collectively and each **websites**) from time to time; and
- comply with Affinity Education's procedures, policies and guidelines set out in the Family Handbook, as published on its website from time to time, which can be found at <https://affinityeducation.com.au/child-care/family-handbook/>,

(together the **Terms & Conditions of Enrolment**).

The guardian further confirms that it has access to, read and agreed, and will, each time the child attends the Service, be deemed to have accessed, read and agreed (including as updated and amended from time to time), the Terms & Conditions of Enrolment, which are legally binding.

SAFETY COMMITMENT

Affinity Education believes that child safety is everyone's responsibility. We are committed to upholding the safety, rights and wellbeing of all children and promoting a culture of child safety with a *zero-tolerance approach* to child abuse and harm. Our mission is to provide safe, secure and nurturing environments where children can thrive, and our safety policies are based on the highest standards of care and protection. Safety is a fundamental part of Affinity Education's daily operations. Every educator, staff member and leader is dedicated to upholding our stringent safety protocols ensuring that

children, families, visitors and staff feel secure at the Service.

The Terms & Conditions of Enrolment promote and uphold our commitment to and compliance with the requirements of the ACECQA, NQS, EYLF, and other applicable State and Commonwealth laws and regulations.

FAMILY CODE OF CONDUCT PROCEDURE

Affinity Education aims to ensure the health, safety and wellbeing, both physically and emotionally, of all its educators, and the children and families using the Service. All people have the right to feel valued, respected and to have their physical and emotional wellbeing protected, and at no time will behaviour contrary to this be accepted. This family code of conduct outlines the expected behaviour of the guardian and family members, or nominee of or visitor with the guardian, family member or nominee, whilst a child is enrolled at the Service, and gives the Service guidelines for dealing with unacceptable or threatening behaviour or other actions that contravene this policy.

Procedure Strategies

All Affinity Education policies and procedures are to be complied with by all staff and families, including that all educators, carers and families are to be treated with courtesy and respect at all times. Educators and families are encouraged to establish and maintain positive partnerships and to maintain open lines of communication in an effort to provide the highest level of care and education for all children enrolled at the Service, including the child. Families will respect the staff's rights to privacy.

Any complaints or grievances will be handled in accordance with the Complaints Procedure below and dealt with confidentially and respectfully in a timely manner. The centre manager at the Service (**Centre Manager**) will be displayed in the foyer and is the person to whom complaints are to be addressed in the first instance.

Code of Conduct for Families

The guardian and family members, or nominee of or visitor with the guardian, family member or nominee, are expected to act within the guidelines of this family code of conduct, including but not limited to:

- showing respect for all educators, staff, children and families at the Service;
- respecting that educators are qualified, experienced and dedicated to the best educational and care outcomes for all children at the Service;
- abiding by the Service's Policy Manual;



- understanding the educators' commitment to protecting the privacy of all children and families at the Service;
- accepting that all families have the right to choose how to raise their children;
- refraining from negative or slanderous communications about the Service, or educators, staff or families at the Service via online, social media or other outlets;
- fulfilling financial responsibilities regarding fees;
- showing tolerance and acceptance for diversity, equity and inclusion at the Service;
- refraining from any harmful, disrespectful, antisocial, discriminatory, derogatory, bullying or sexually harassing behaviour;
- not engaging in illegal activity in or around the Service;
- not using offensive language, physical or emotional abuse, or threatening behaviour to any person at or in the Service; and
- any other behaviour or acts analogous to those listed above.

Behaviour of a kind or type which is not in accordance with those listed above (**unacceptable behaviour**) will not be tolerated at any time. If educators deem it necessary, the police will be notified. Where educators feel that there has been any unacceptable behaviour at the Service by the guardian or a family member, or nominee of or visitor with the guardian, family member or nominee, an investigation will be carried out in an effort to determine the facts of the situation. This may include gathering statements from educators involved and others who may have witnessed the behaviour.

Families are encouraged to raise concerns and grievances following the Complaints Procedure below. However, continual, irrational, persistent or exaggerated complaints will be regarded as unacceptable behaviour.

Termination of Care

Where any behaviour at the Service by the guardian or a family member, or nominee of or visitor with the guardian, family member or nominee, is considered as unacceptable behaviour toward any educator, carer, child, visitor or other family, that person will be asked to leave the Service and the child's enrolment at the Service may be immediately terminated at the absolute discretion of Affinity Education.

Where termination of enrolment occurs, the guardian will be notified verbally and in writing, stating the reasons for the termination. The decision is final and unless there are exceptional circumstances, as determined by Affinity Education in its absolute discretion, will not be reversed. After finalisation of the family's account, if any money is owed to the guardian, by way of fees paid in advance or bonds, it will be refunded.

CHILD SAFETY AND PROTECTION PROCEDURE

All children have the fundamental right to be safe and protected. They require 'protection from all forms of violence' and 'sexual exploitation' and be supported through rehabilitation to 'restore health, self-respect and dignity' (UNCRC 1989).

Affinity Education is committed to child safety, to identifying and responding to children at risk of harm, abuse or neglect, and to promoting the importance of child safe practices. We support the emotional and safety needs of all children, including at risk children, vulnerable children and their families, children and families from culturally and linguistically diverse backgrounds, and children with disabilities.

All staff are required to adhere to all applicable State and Commonwealth laws and regulations. Affinity Education's commitment to the protection of children requires that all staff must report suspicions of harm or risk of harm regardless of jurisdictional requirements. Staff must work in ways that protect child safety and maintain the child's rights and dignity at all times. Disciplinary processes will be taken if a member of staff does not protect the safety of children as a priority, engages in practice that contradicts child safety or does not follow child safe standards.

Identifying and Responding to Children at Risk

Step 1 – Understand and Confirm Concern

All staff are required to be familiar with the types of abuse and indicators of harm and neglect and understanding what constitutes 'at risk' and 'vulnerable' children and families. Types of abuse and examples of possible indicators include:

- **Physical abuse** - for example, beating, shaking, burning, biting, ingesting substances resulting in bruises, cuts, fractures, poisoning, fear, withdrawal, aggression.
- **Emotional or psychological abuse** - for example, constant yelling, insults, swearing, criticism, bullying, isolation or deprivation of attention resulting in fearful or aggressive behaviour, withdrawal, distrust, low self-esteem.
- **Neglect** - for example, ongoing failure to provide children with sufficient food, clothing, sleep, hygiene, medical care, leaving children unsupervised or children missing school, resulting in malnutrition, failure to thrive, disconnection.
- **Sexual abuse, grooming or exploitation** - for example, sexual jokes, touching, exposing children to sexual acts or pornography resulting in fearful or regressive behaviours, sexually transmitted diseases.



- **Domestic or family violence** - for example, witnessing physical and/or emotional violence in the home resulting in fear, withdrawal, aggressive behaviours, attempts to leave/ run away from home.

All staff are required to have an understanding about triggers for child abuse and neglect, and must be aware and remain vigilant about monitoring children, families and other employees, and observing indicators of abuse. They must also understand what could be considered typical signs of injury in children from accidental causes and what is atypical.

Step 2 - Documentation

Staff are required to document any concern or change regarding a child's safety and protection using an Incident Report to be lodged with Affinity Education's centralised Incident Support Team (**Incident Support Team**) within 12 hours, or sooner, of the matter of concern occurring on Affinity Education's Compliance, Safety and Risk Portal on Service Now. Risk, injury, harm or abuse does not need to be proven to have occurred, only suspected. Penalties apply to staff who have a belief that a child is at risk and do not report their suspicions. If a child is in immediate danger or in a life-threatening situation, the police must be called immediately on 000.

Steps 3 & 4 – Decision and Report

The Incident Support Team will determine whether or not an incident must be reported to the regulatory authorities responsible for child safety. The police may also need to be notified depending on the type of abuse.

If the report involves incidents or allegations of sexual offences, misconduct or physical assault caused by staff, other children, parents or visitors, known as Reportable Conduct, the Incident Support Team will follow Reportable Conduct obligations per State and Commonwealth laws and regulations. An internal investigation may also be required on advice of the authorities.

Step 5 - Monitor

Following Reportable Conduct, the Service will continue to monitor and support the child and family, and follow any advice given by relevant authorities regarding ongoing documentation or referrals to support agencies. Staff involved in reporting of suspected abuse or neglect will be encouraged to seek support through employee assistance programs made available by Affinity Education.

Confidentiality

All documentation, reports and conversations regarding a child at risk are confidential and privacy law requirements apply.

Affinity Education will follow directions and guidance from relevant authorities, including the police, in relation to communications with the affected family. This may include not making disclosures to the family during an investigation by those authorities.

EXCLUSION PROCEDURE

Affinity Education advocates for inclusivity and a welcoming environment for all. There may be times, however, for the well-being of children, educators and families, or for operational reasons, that exclusion may be necessary. Affinity Education will manage any necessary exclusions carefully with clear and discreet communication with all affected parties. Subject to the Behavioural Exclusion Procedure below, the steps outlined in this procedure assist educators and families to understand the guidelines around reasons for exclusion and exclusion periods.

Illness and Infection

Children, educators and other staff who are unwell should stay away from the Service. If they feel unwell or display symptoms, they may be contagious and spread infection to others. If a child requires paracetamol, ibuprofen, or equivalent, for fever or other illness symptoms either overnight or in the morning before attending the Service, they are too unwell to attend and will be required to remain away from the Service. If a child arrives at the Service displaying unwell symptoms or was required to have paracetamol or ibuprofen prior to arrival, the Centre Manager or educators will request that the guardian take the child home. If a child arrives at the Service displaying unwell symptoms and remains at the Service, educators will complete an illness/injury on arrival form to record that the child was displaying those symptoms. Where a child becomes unwell or develops potentially infectious or contagious symptoms during the course of the day, educators will complete an illness report and contact the guardian and request that they take the child home. Symptoms displayed may include, but are not limited to:

- temperature above 38°C;
- vomiting;
- diarrhoea;
- rash;
- eye discharge;
- excessive nasal discharge;
- generalised lethargy and out of character temperament.

Minimum exclusion periods applicable for infectious conditions are taken from *Staying Healthy: 5th Edition* by NHMRC and must be consistently adhered to by educators, Centre Managers and families. Some jurisdictional variation may apply. Exclusion periods, outside of the recommendations above may be issued by the Department of Health. Diagnoses are critical in



determining the appropriate exclusion periods. A diagnosis must be sought from a medical practitioner. Educators, Centre Managers or families cannot assume or diagnose a condition. Undiagnosed conditions may require a longer exclusion period. Diagnoses for measles must be confirmed with a blood test.

The guardian must advise the Service of the presence of illness or symptoms in the child as soon as possible after symptoms become known or illness is diagnosed, even if they are not booked at the Service that day. Information regarding the illness will be communicated with all families, without disclosing the child, and may include relevant illness details.

The exclusion period applicable will be communicated with the guardian and also advised of the requirement for a written medical clearance by a doctor in order to return to the Service. Records of contagious illnesses are kept on an illness register and where applicable, the relevant health unit and regulatory authorities will be notified of the presence of a notifiable and vaccine preventable disease. If the diagnosed illness is preventable by vaccine, then any non-immunised children and educators at the Service will be excluded. Regular fees will be applied for the duration of the exclusion period. Families of non-immunised children will be notified immediately after receiving confirmation of the diagnosis of a vaccine preventable disease and request that they collect their child. The Service will communicate the exclusion policy to families on enrolment and when infectious symptoms are present or illnesses are diagnosed. Where an outbreak of an infectious disease occurs, thorough infection control procedures will be implemented including a sanitary clean where necessary. Reporting obligations will be carried out and a review of practices and staff training will also take place.

Medical Conditions

Children with diagnosed medical conditions that require long term or emergency medication, such as asthma or anaphylaxis, will be excluded from the Service if their medication is not present in the Service. Their medication must be present every day they attend the Service. Children returning to the Service following a serious condition or surgery will be considered on a case-by-case basis. A thorough risk assessment will be completed with the guardian to understand the risks and measures to safely accommodate the child into the Service. This plan must outline specific care practices, and whether the educators are capable of caring for the child, as well as limits to participation in the care program. In certain circumstances, a doctor's clearance may be required to state that the child is fit to attend the Service.

Safety

The physical and emotional safety and well-being of children, families, visitors and educators at the Service is of paramount importance to Affinity Education.

Subject to the Behavioural Exclusion Procedure below, the Service reserves the right to alter, suspend or immediately terminate the child's enrolment where ongoing physically or verbally aggressive behaviour by the child presents a risk to others at the Service. The guardian must engage in ongoing communication and be willing to work with the Service to support inclusion and wellbeing of the child. Continual disregard to attending meetings and devising strategies that address the behaviour of the child is not conducive to positive outcomes for the child. Inappropriate, abusive, threatening or otherwise offensive behaviour by the child towards other children, educators, visitors or other families will not be tolerated.

The Service reserves the right to require the guardian to immediately collect the child from the Service when inappropriate behaviour, verbal or physical (as determined by the Service in its absolute discretion), is displayed by the child.

Business Operations

Failure to comply with Affinity Education's policies and procedures may put the child and family at risk of being excluded from the Service, either temporarily or indefinitely, as determined by Affinity Education at its discretion. Failure to pay outstanding fees may result in exclusion until fees have been paid up to date. A payment plan may also be devised, which must be followed in order to avoid exclusion.

BEHAVIOURAL EXCLUSION PROCEDURE

Affinity Education advocates for inclusivity and a welcoming environment. The dignity, rights, safety and wellbeing of all children, families, staff and centre visitors is of paramount importance to Affinity Education.

There may be circumstances where the actions and continuing behaviour of a child endangers the safety and wellbeing of other children and/or educators. This procedure outlines clear, measurable and equitable steps to guide the Service, educators and families to support the child's inclusion and continued engagement, as well as how to determine when a reduction in care or termination of care is the most appropriate outcome to ongoing violent, aggressive or otherwise harmful behaviour by the child. Where the child requires complex behavioural support, the Service will implement appropriate behavioural guidance strategies and remedial action to support the child's inclusion in the center's educational program.



Where the child has exhibited and continues to exhibit a pattern of consistently violent, aggressive or otherwise harmful behaviour, causing physical or emotional harm or potential harm to other children or staff at the Service, or causing damage to the Service, the centre team must report such instances without delay to Affinity Education's Incident Support Team on Affinity Education's Compliance, Safety and Risk Portal on Service Now.

Where the child is the subject of 8 to 10 Incident Reports prepared by the Service in any 4-week period, the Centre Manager must treat this as the child exhibiting a pattern of harmful behaviour and report those combined incidents to the Incident Support Team. The Service or Affinity Education's area manager (**area manager**) may determine that a lesser number of incidents, including a single incident, is of sufficient concern to similarly report to the Incident Support Team. Once the Centre Manager, or area manager, has reported the child's behaviour, supported by documented Incident Reports, Affinity Education will work with and support the Service to implement the 3-step process set forth below.

Notwithstanding the above provision, where a child has exhibited or continues to exhibit behaviour, including a single incident, which endangers the safety and wellbeing of staff or other children, Affinity Education may, in its absolute discretion, immediately terminate a child's enrolment without following this exclusion process

Step 1: Develop a Collaborative Support Plan

Following a determination by Affinity Education, working with the Service, that a collaborative support plan is appropriate for the child (**Collaborative Support Plan**), the Service will:

- communicate with the guardian about the child's behaviour and strategies used at the Service to support engagement in the Child's education program;
- issue the guardian with a letter outlining the purpose and development of the Collaborative Support Plan; and
- in consultation with the guardian, develop and agree the Collaborative Support Plan and implement strategies outlined in the Collaborative Support Plan to support the child for a period of 4-6 weeks.

When implementing the Collaborative Support Plan, the following matters need to be taken into consideration:

- any professional development requirements are actioned so educators can effectively support the child;
- where applicable, apply for Commonwealth Government Inclusion Support Subsidy (**ISS**) funds and/or emergency support funding; and
- any requests for additional head count to support the inclusion needs, approved by the Service, as part of the overall strategy - the additional head count needs

a time allocation e.g. the 4-6 weeks of the initial implementation period.

The child's behaviour must be evaluated nearing completion of the plan at no later than week 4, including whether the guardian has engaged in and supported the development of the Collaborative Support Plan.

If it is determined by the Service, in consultation with the area manager, that the child's behaviour has not materially improved following the implementation of the Collaborative Support Plan, or the guardian does not engage in/support the Collaborative Support Plan, the Service must immediately notify the Incident Support Team.

Step 2: Reduction of booked days and/or hours

The Incident Support Team will notify Affinity Education's Legal Team (**Legal**) that the Collaborative Support Plan has not been successful and request that a letter be issued to the guardian.—The guardian will receive a letter from Legal in instances where:

- the family has not engaged in or supported the development of the Collaborative Support Plan; and/or
- the child continues to display violent, aggressive or otherwise harmful behaviour that endangers the safety and wellbeing of other children and/or educators.

The letter will advise the guardian of the requirement to reduce the number of days and/or hours per day that the child attends the Service. The reduction in the number of days and/or hours will be determined by the Service, in consultation with the area manager, as advised to Legal. The Collaborative Support Plan will continue to be implemented during the period of reduced days and/or hours to continue to support the child's engagement in the Service's education program. The child's behaviour must be evaluated at no later than week 3 following implementing the reduced days and/or hours.

If it is determined by the Service, in consultation with the area manager, that the child's behaviour has not materially improved, the Service must immediately notify the Incident Support Team.

Step 3: Termination of care

The Incident Support Team will notify Legal that the reduced days and/or hours has not been successful and request that a final letter be issued to the guardian. Where the child continues to display violent, aggressive or otherwise harmful behaviour, even after the Collaborative Support Plan has been consistently applied, the guardian will receive a final letter from Legal advising that the child has exhibited and continues to exhibit behaviour that endangers the safety and wellbeing of staff and other



children, resulting in the child's enrolment with Affinity Education being immediately terminated.

COMPLAINTS PROCEDURE

Affinity Education understands the important role families and communities play in their child's care and development and the invaluable role they play as a special part of the Service environment. Our aim is to satisfy all families' and communities' expectations regarding the education and care of children.

Staff and management are determined to build meaningful and respectful partnerships with families and support the Early Childhood Australia Code of Ethics. Families will be respected, listened to and learnt from, welcomed and accepted. Families will be encouraged to share their expectations and concerns.

This procedure outlines handling complaints and having a child-focused approach to ensure families are heard and their concerns addressed. The steps outlined in this procedure assist families to share concerns and provide constructive feedback, and for the Service to manage complaints to work towards positive outcomes and continuous improvement. Effective complaints management is an efficient way to consider and act on feedback from families and inform quality improvement.

Open Communication

All staff will actively work towards developing open and trusting relationships with all families, children and colleagues. Having respectful and reciprocal relationships allows discussions, queries or concerns to be raised calmly and informally before the potential to escalate into bigger issues. Often misunderstanding can arise due to miscommunication. Staff will greet children and families on arrival in the morning and departure in the afternoon to allow the opportunity to both give and receive information. Families and children will be encouraged to provide verbal or written feedback at any time regarding all aspects of the Service, the educators and the education and care of the children. This can be done in person, via the online communications platform hosted by Storypark or through the feedback email/ line to the Incident Support Team. A notice in the foyer of the Service will be displayed and clearly visible to inform families and visitors to provide details of the person to whom complaints are directed. A notice displaying availability of staff can be used to inform families of the best times they may contact their child's educator outside of regular drop off and pick times.

Concerns and Complaints

Where families or staff have a concern or complaint, depending on the nature of the grievance, it is advised that they speak directly with the Centre Manager. When receiving a verbal concern or complaint, the member of

staff will (i) listen to the person, using suitable and respectful body language and eye contact when receiving face to face complaints, and allow time to express themselves without interruption, (ii) ask questions to ensure they completely understand the concern or complaint, (iii) take notes of the complaint to ensure all important details are recorded, (iv) thank them for their input and assure the person that they will act to resolve the issue and pass the issue on to Affinity Education, and (v) if the employee is unable to give the person their full attention at this time (for example, due to supervision or children's needs), the employee is to explain to the person that their concern is important to them and will schedule a time to discuss it or advise them to speak with the Service's nominated supervisor (**Nominated Supervisor**). Where staff receive a complaint, they will notify the Nominated Supervisor as soon as possible.

When receiving a written concern or complaint at the Service, the Nominated Supervisor will acknowledge the person and address the issue promptly and respectfully. Where the complaint is received by the Incident Support Team, this will be issued to the person most suitable to resolving the issue. The person will be acknowledged for submitting their concern. Actions taken to resolve the issue must be respectful, ethical and carried out in a timely manner. Staff must maintain contact with the person and update them on how their concern or complaint is being addressed. Feedback can be sought from the person throughout this process. Documentation of all actions taken will be recorded on the Complaints Record and stored confidentially in the child's enrolment file (or employee's file if the complaint is from an employee). Written or verbal complaints received at the Service will be logged as soon as possible and recommended within 12 hours on Affinity Education's Compliance, Risk and Safety portal on ServiceNow to be escalated to the Incident Support Team.

Child Concerns and Complaints

Trusting and respectful relationships with staff support children to raise concerns and carers encourage children to have a voice in all decisions that affect them. Children need to understand that they are able to make a complaint or to share their concerns. A system individual to the Service, the room and the children will be devised and communicated to children to ensure children feel able and safe when making a complaint. The system may include a complaints box, a quiet area of the room to talk or a feedback survey on an iPad or tablet available to them (school-age).

Where a child makes a complaint, the person receiving the complaint must take the complaint seriously. They will listen to the child with their full attention and open body language and active listening. They will make no judgement and thank the child for sharing their grievance.



Staff receiving the complaint will work collaboratively with the child on a suitable solution or strategies to work towards remedying the situation. The guardian will be involved in the consultation. Staff will escalate concerns where required and keep the child informed of the progress of any action, strategy or investigation, where appropriate.

Reporting Complaints

The Incident Support Team review all complaints submitted through Affinity Education's Compliance, Risk and Safety portal on ServiceNow, and determine if they meet the threshold of reporting to the relevant regulatory authority. The Incident Support Team must report any concern or complaint that alleges a serious incident has occurred or is occurring, or alleges a breach of law or regulation within 24 hours of receiving the complaint. For other complaints, outside of the categories above, the area manager or operations manager may offer guidance on reporting the complaint.

Addressing and Escalating a Complaint

Subject to the Exclusion Procedure above, depending on the nature and severity of the complaint the following steps will be taken:

- If the concern or complaint does not get resolved to the guardian's reasonable satisfaction at the first instance, the issue will be referred to the Nominated Supervisor or if the concern relates to a breach in law or regulation to the Incident Support Team.
- If the concern or complaint is still not resolved, the issue will be referred to the area manager.
- If still unresolved, the issue will be referred to the Service's Operations or State Manager, with support from the Incident Support Team, as necessary.
- Where advised by Legal, external support and investigation may be sought.

FEE PAYMENT PROCEDURE

Revenue management is vital to early childhood education and care providers to enable them to continue to provide a consistent level of quality in regard to facilities, resources and educators. Affinity Education aims to provide clear information to families regarding fee structures, monies owed and methods of payment. The steps outlined in this procedure will assist the Service to inform families about fees and fee collection.

During Enrolment

The Service will:

- provide the family an estimated quote that reflects the individual family's enrolment requirements and Commonwealth Government funded Child Care Subsidy (CCS) eligibility;
- advise families to contact Department of Human Services to arrange financial assistance and create a MyGov account, if not already done so. Until the

Service receives written confirmation of CCS entitlements, full fees will be charged;

- advise of hours of operation and definition of full session of care (total hours the Service is operating) and 9- or 10-hour sessional care (total of 9 or 10 hours from child's arrival);
- advise if the Service requires an enrolment fee - in order to provide specialised service and curriculum provisions, a nonrefundable enrolment fee may apply to new enrolments. Refer to the fee schedule displayed at the Service to determine if this is applicable;
- advise families of available kindergarten funding for 3- or 4-year kindergarten programs dependent on the location of the Service; and
- ensure direct debit authorisation provided by the guardian in the enrolment form (**Direct Debit Authorisation**) is completed during enrolment via XAP and bank details are entered. XAP Technologies Pty Ltd (**XAP**) is the external technology provider of the all-in-one childcare systems software platform used by Affinity Education.

Payment of Fees

Direct debit is the preferred method of payment used by Affinity Education. Exceptions may apply to government and agencies who are the responsible debt payers of the account. The Direct Debit Authorisation form nominates a financial institution account from which fees will be paid. Direct debit assists families with a convenient and consistent way to pay and helps Affinity Education avoid debts and lower administration costs. The Direct Debit Authorisation form provided to families via XAP at enrolment is to be completed prior to the commencement of care to secure the enrolment of the child. Bank details must be entered.

Payment of Fees Prior to Commencement of Care

Billing runs in a weekly cycle. The first week plus one billing cycle are to be paid via direct debit, prior to commencement of care. Payment and a fully completed enrolment form must be received in order for care to commence. An enrolment fee must also be paid prior to commencement of care, where an enrolment fee applies at the Service. Please refer to 'Fee Schedule' at the Service.

Family Responsibilities

The enrolment form and the Direct Debit Authorisation form must be completed in full prior to the commencement of enrolment of the child. Fees are required to be kept at least one billing cycle in advance. If families are waiting for their Centrelink Customer Reference Number (**CRN**), full fees must be paid until the CRN has been issued. Centrelink will advise the Service at which time the account may be backdated with the CCS. Once enrolled, if the child does not commence care at the Service, the one week's gap fee paid will be retained and cessation of enrolment will apply if the child



does not attend. This results in full fees being charged for the booked days not attended.

Families are responsible for collecting their children prior to the Service's closing time. A late fee of \$20 for the first ten minutes and \$1 per minute thereafter may be applied to the account.

Where families have agreed to a 9- or 10-hour session, an 'Out of Session Late Fee' of \$5 per 30 minutes will be applied to the account where the child remains at the Service after the 9- or 10-hour session. A 30-minute grace period will be applied for infrequent lateness with prior notice. Continual lateness may affect government subsidies being paid for hours of attendance.

Families agree to notify the Service in writing and comply with notice periods for changes to enrolments or ceasing care. Families can manage their enrolments and personal details through the XAP 'Guardian Dashboard'. Notice periods still apply to enrolment changes made.

Invoices

Families will be issued with invoices displaying the past week of charged care, the current week and the week in advance. It is the family's responsibility to ensure the amount being charged on the invoices is correct. Any discrepancies should be brought to the attention of the Service. If the family does not discuss any discrepancies with the Service, we will assume the account is correct. Fees are charged for every enrolment on every day the Service is operating, whether the child is in attendance or not. Fees are charged for all statutory public holidays. Families will be informed at least 14 days prior to any changes to fees or changes in how fees are to be paid. Methods of notification will be via email, the online communications platform hosted by Storypark, notes/newsletters and in-centre communication. Families are able to make extra payments to manage their accounts and keep their account in credit by making additional payments through the XAP 'Guardian Dashboard'.

Management of Accounts in Arrears

Families will be notified by the Service if fees fall into arrears. On such accounts, the Service will attempt to recover the arrears through requesting the family to pay the relevant amount through the Quick Stream payment portal (<https://quickstream.westpac.com.au>). Where debt is more than 2 weeks in arrears, approval from Affinity Education's Operations Team is required for the enrolment to be retained at the Service.

If a family's payment declines, the family will receive a text asking them to pay through a payment portal. It is the Service's responsibility to review the decline report and to have a conversation with the family about making up the payment that day, either through the family using the link on the text or through payment at the Service using

the Westpac Quick Stream portal (<https://quickstream.westpac.com.au>). It is important for the Service to receive the declined payment before the following scheduled payment is taken from the family, as the following direct debit payment will take the declined payment and the new payment, so effectively a double payment. The Service has access to the Westpac Quick Stream portal to take manual payments from families. While direct debits are the primary method of taking family payments, this is an easy way of taking payments from families when they are behind.

If extraordinary circumstances cause accounts to fall behind, Affinity Education, using its absolute discretion, may offer a payment plan to bring the account back to credit. If fees remain in arrears after the implementation of the plan, enrolment of the child may be suspended. Whilst care is suspended, the child will not be able to attend the Service until the account is paid in accordance with policy. In the instance where the payment plan is not adhered to or where no payment is received, the Service may cancel the enrolment of the child and forward any outstanding debt onto an external debt collection agency contracted by Affinity Education. The external debt collection agency will contact the family, process the account and provide Affinity Education payment.

Changes in Booking

Where vacancies allow, increasing the number of enrolled days, or changing the enrolled days but maintaining the same number of enrolled days, does not require a notice period. The following notice periods of changes apply: (i) 2 weeks' notice is required for a reduction of enrolled days, and (ii) 4 weeks' notice is required for changing from permanent to casual enrolment or cancellation of enrolment

Families can manage enrolment changes via XAP 'Guardian Portal' and communicate with the Service. The above notice periods apply. Alternatively a Change of Booking form is required to permanently change enrolled days, or a written email or letter stating the change is acceptable. A record of this will be retained in the child's file. Fees will be charged as per original enrolment if the applicable 2- or 4-weeks' notice has not been given, whether the child is in attendance or not. Where the family has cancelled the child's enrolment, and the child does not attend their final enrolled day or days, full fees will be charged as per the cessation of care requirements below.

Refunds

Families may be eligible for a refund for credit balances. A refund form must be completed. Refunds will be processed within 2 weeks of the Service receiving the completed refund form.



Holidays and Discounts

Families may apply for a holiday discount of 35% to the full session fee prior to any eligible CCS being applied, subject to confirming with the Service whether the Service is eligible for holiday discounts. The holiday discount may be applied to 2 weeks of your regular enrolment pattern, taken in day blocks. For example, if your enrolment pattern is 5 days per week, you are entitled to 10 days' worth of holiday discount. You can use the holiday discount for public holidays or other days throughout the year. Notice of intended holidays must be provided in writing on the Holiday Application form and provided to the Service at least 2 weeks prior to the holiday. The approval of holiday discounted fees is subject to the family account being up to date in accordance with the family's fee payment cycle and fee payment procedure. Holidays are reset on the first week of the calendar year. Holiday discounts do not accrue and are not rolled over from the previous year. The holiday discount will be displayed on the family statement. Any other family discount, except holidays, must be approved by Affinity Education.

Extra Charges

From time to time, excursions or incursions may be organised to enhance the educational program for the child. Where these incur a cost, the cost will be applied to the family's account to be debited. Where the family account is not up to date in accordance with the family's fee payment cycle and fee payment procedure, the cost will not be incurred and the child will not attend the excursion/ incursion.

Casual Bookings

Where vacancies allow, families may book in a casual day of care via XAP 'Guardian Dashboard'. Families will be charged their usual fee (with consideration to CCS entitlements) for casual booked days. Where a family no longer requires the casual enrolment, they may cancel the enrolment at no charge at least 24 hours before the casual booked day. Cancellations within 24 hours or on the day will incur the fee. Please note: A casual enrolment is a non-recurring enrolment; a one-off enrolment for an extra day/s.

Ceasing Care

When a family chooses to cease care, 4 weeks' written notice is required by way of Change of Booking form or email to the Service. If 4 weeks' written notice is not given, the family will be charged for the total of 4 weeks, with full fees being charged for enrolled but unattended days after their last day of attendance. If the child does not attend their final enrolled days, full fees will be charged as per government cessation of care guidelines.

PRIVACY POLICY

We Respect Your Privacy

Affinity Education takes your privacy seriously and we are committed to meeting our obligations under the Privacy Laws. This Privacy Policy describes how we collect and treat your Personal Information and applies to anyone who provides Personal Information to us, including via our online enrolment portal, mobile application or websites.

In this Privacy Policy, the following terms have the meaning given to them below unless the context requires otherwise:

- **Privacy Laws:** means the *Privacy Act 1988* (Cth) including the Australian Privacy Principles, and the *Spam Act 2003* (Cth);
- **Personal Information:** has the meaning given to it under Privacy Laws, which includes information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not or in a material form or not. References to 'your Personal Information' includes Personal Information about you, your family, your nominees and the child; and
- **Sensitive Information:** has the meaning given to it under Privacy Laws, which includes information or an opinion about an individual's racial or ethnic origin, political opinions, religious beliefs, sexual orientation or criminal record.

Why We Collect and Use Personnel Information

We collect, hold, use and disclose your Personal Information for various reasons, including to:

- provide you with goods and services, and manage our relationship with you;
- contact you, including to respond to your queries, or to tell you something important;
- comply with our legal obligations, and assist government and law enforcement agencies or regulators;
- further our legitimate business interests or those of a third party, provided they do not override any interest or rights you have as an individual. Our legitimate business interests include monitoring how users access our websites, responding to feedback and enquiries, and providing the appropriate facilities to enable us to provide our goods and services to you; or
- identify you and tell you about other goods or services that we think are of interest to you.

What Information We Collect and Hold

We collect and hold Personal Information supplied by you including:

- **Contact information:** name, address, phone number and email address;
- **Identification information:** job title, gender, drivers' licence, tax file number, passport number, etc.;
- **Financial information:** bank account details, credit card details and other financial information;



- **Health information:** health and medical history for the purpose of providing our services;
- **Government identifiers:** Centrelink Customer Reference Number details and Medicare reference number;
- **Information from public sources:** LinkedIn, Facebook, Instagram, directories, internet publications or similar;
- **Information from social media:** interactions our social media presence including posts, likes and tweets;
- **Legal information:** Child custody arrangements and Court orders; and
- **Online data:** data gathered when you access our websites, app and technology services, information about your visit including URL clickstream to, through/from our websites (including date/time), information about your network such as Internet Protocol address, nodes, configurations, connection speeds and network application performance, pages viewed, pages response times, download errors, length of visits and interaction information (such as scrolling, mouse-overs) and whether you click on particular links or open emails from us.

We will only use or disclose government identifiers where permitted by Privacy Laws, for example where reasonably necessary to verify an individual's identity for the purposes of our activities, functions or legitimate business interests.

We may also collect from you and hold the Personal Information of any other parent or guardian of your child, including emergency contacts, as well as persons you authorise to collect your child from one of our centres. We may also hold identifying information such as photographs, CCTV, video, digital images, children's work (which may include Personal Information) and through the use of artificial intelligence (AI) systems.

We may collect and hold Sensitive Information about you or your child. Sensitive information will only be collected if:

- it is not otherwise permitted under this Privacy Policy, but we have your express and informed consent, which may be provided through the enrolment process;
- it is necessary to protect your or your child's vital interests or those of another person, for example in medical emergencies;
- you have manifestly made the data public, for example where you have published it on social media;
- it is necessary to deal with legal claims, for example involving court proceedings;
- it is necessary for substantial public interest, for example to prevent or detect unlawful acts; or
- it is permitted by applicable law, including Privacy Laws.

If you do not wish to provide Personal Information, or you provide inaccurate or incomplete information, it may

impact on the services that we are able to provide to you. We will not be able to consider a request from you, address your feedback or enrol your child if we cannot collect relevant Personal Information from you.

You may provide us with Personal Information on behalf of someone else, if it is unreasonable or impracticable to collect that information directly from that individual. We will deal with that information consistent with this Privacy Policy and on the basis that necessary and prior consent has been obtained by you to provide that third party Personal Information to us.

We may also collect Personal Information about you or your child from third parties such as your representatives or publicly available sources of information. We will not collect Personal Information unless the information is reasonably necessary for or directly related to the management of our relationship with you and your child.

How We Collect and Hold Information

We collect and hold Personal Information from you in a variety of ways, including:

- electronically, over the phone or in person;
- from waiting lists and enrolment forms;
- when you access our websites;
- when you book a tour of our centres;
- when you submit an online enquiry or subscribe via our websites;
- applying for a position of employment with us;
- from Government departments or other agencies in relation to your child's enrolment; and
- contacting or corresponding with us, for example to ask for information or to provide feedback.

If you send us an email containing Personal Information, we will use all reasonable endeavours to ensure the confidentiality of that information. Our internet host may monitor emails sent to us for maintenance, service provision and fault detection purposes. We may monitor emails to ensure compliance with our legal obligations. We may forward emails to third parties, including government bodies, where the email contains feedback or complaints or to otherwise assist with the management of our business. Email is not a secure method of communication. If you are concerned about sending your Personal Information to us by email, you may consider contacting us online, in person or by telephone.

Unsolicited Personal information

If we receive unsolicited Personal Information we will decide if that information is reasonably necessary for the management of our relationship with you and your child. If we decide the information is not reasonably necessary, we will handle any unsolicited Personal Information in accordance with Privacy Laws, including destroying or



de-identifying such information where we are legally permitted to do so.

Call Recording

We listen to and record all phone calls with our centre support office. We may use and keep these recordings for the purposes of verifying enrolments, quality control, coaching and training purposes, risk management, dispute resolution or legal reasons. If you do not wish for a call to be monitored or recorded, you may notify the operator at the start of the call and you will be transferred to a line where no monitoring or recording will take place, or you can terminate the call and interact with us online or in person.

Remaining Anonymous or Using a Pseudonym

You have the option to remain anonymous or use a pseudonym when interacting with us. However, you may not be able to adopt this approach where it would be impracticable for us to provide you with our services or carry out our functions or activities, or if required by law or a court or tribunal order.

How We Use and Disclose Personal Information

We use or disclose your Personal Information for the primary purpose for which it was collected, including in connection with the provision of childcare and associated goods and services. We may also use your Personal Information for other purposes permitted under Privacy Laws including:

- to conduct product and services training and development;
- to monitor our websites and other technology services, to ensure they are used appropriately and working as intended, including tracking outages, unauthorised use, or troubleshooting;
- protecting our information and technology platforms from hacks, or identifying and addressing malware and other security threats; and
- compliance with the law, including auditing and reporting requirements. We reserve the right to obtain further information from you to comply with the law, if required.

We may need to share your Personal Information with others, including service providers who assist us in the conduct of our business, including:

- **Related entities** who assist in providing goods and services, and/or undertake research and development;
- **Shared service centres** that we or third parties operate, including for IT services, marketing, risk management and office support services;
- **Financial institutions** such as insurance brokers or banks for payment processing;
- **Law enforcement bodies and our regulators** in accordance with law or good practice;

- **Appropriate parties in emergencies** in particular to protect the health and safety of you, your child and others;
- **Family or representative** or any other person you have authorised or where we are required, permitted, authorised or otherwise directed to by law;
- **Advertising networks and analytics service providers** to support and display ads on the websites, apps and other social media tools;
- **Third parties** in the context of the acquisition or transfer of any part of our business or in connection with the business reorganisation; and
- **Independent contractors** including mailing and courier services, printers and distributors of direct marketing material and external advisors such as auditors, lawyers, accountants, tax advisors and debt collectors.

In the event of a security incident involving unauthorised access, use or disclosure of Personal Information where a third party with whom we share Personal Information is involved, we will seek to work cooperatively with them to protect the Personal Information we have shared with them.

Direct Marketing

We may use and disclose your Personal Information for direct marketing activities, including to notify you of opportunities, products and services you might be interested in, where you have either provided your consent or (other than for Sensitive Information) you have a reasonable expectation that your Personal Information may be used for this purpose. We may conduct marketing activities via mail, email, telephone, SMS, social media, or any other electronic means. We will always provide an opt-out option so you can stop receiving our marketing material. You can also let us know at any time if you no longer wish to receive direct marketing material from us by sending an email to privacy@affinityeducation.com.au. Please note that removal from our distribution lists may take several business days after the date of your request to be removed.

How We Store and Secure Personal Information

We may keep your Personal Information in physical and electronic form (or both) on our secure IT systems and databases, including cloud-based servers located in Australia. Electronic records will be password protected and only accessible by authorised persons. Affinity Education will take reasonable steps to keep your Personal Information safe from misuse, interference or loss, and from unauthorised access, modification or disclosure. However, we cannot guarantee the security of information you provide us, which is at your own risk. In the event of an actual or suspected security incident, we will promptly investigate the incident and determine if there has been a data breach involving Personal Information, and if so, we may notify you in accordance with Privacy Laws. You must notify us immediately if you



become aware of or suspect any breach of security or data.

Except to the extent liability cannot be excluded by law, Affinity Education excludes all liability (including as a consequence of negligence or default) for the consequences of any unauthorised access to your Personal Information.

We generally keep your information, including your Personal Information, as needed to provide our goods and services to you, comply with legal, accounting or regulatory requirements, or to deal with claims. Once we no longer need to hold your Personal Information, we will either destroy it (either by shredding physical documents or permanently deleting electronic information from our server, subject to any back-up records) or deal with it as otherwise required by law.

Websites

Affinity Education uses cookies on our websites and other tracking technologies (including web beacons, pixels, device identifiers and web server logs). Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. We use cookies to improve the experience of people using our websites and help us to remember your preferences. This information may be used to provide users of your computer with information that we think may interest them. If you choose, you should be able to configure your computer so that it disables “cookies” or does not accept them.

We use Google Analytics on our websites. Google Analytics collects and processes data by using the website’s cookies to analyse the use of the website, including how long users spend on each webpage and collect other online data described above. This information is used mainly for the optimisation of the website to enhance the user experience. The data collected by Google Analytics is transmitted to a server in the United States (or other countries outside of Australia). You can review how Google Analytics uses data by visiting Google’s website.

Our websites, emails or other communication methods may, from time to time, contain links to other websites not owned or controlled by Affinity Education. The Personal Information you provide through these websites is not subject to this Privacy Policy and the treatment of your Personal Information by such websites is not our responsibility. If you follow a link to any third party website, they will have their own policies which will set out how your information is collected, used and processed.

Disclosure of Your Personal Information Overseas

We may store your data overseas and disclose your Personal Information to recipients which are located outside Australia. Data protection laws vary by country. You agree that us notifying any overseas recipient of the requirement for the information to be dealt with in accordance with the Australian Privacy Principles constitutes sufficient reasonable steps by Affinity Education in protecting such transferred data.

Access to Your Personal Information

You can access your Personal Information by contacting us at privacy@affinityeducation.com.au. We will generally provide you with access to your Personal Information within a reasonable period (not more than 30 days after your request). There are some circumstances in which we are not required to give you access to your Personal Information, such as where the information relates to anticipated legal proceedings or the request is frivolous or vexatious. If we deny or restrict your access, we will explain why in writing. We may charge a reasonable fee for processing your request to meet our reasonable costs in providing you with access.

Changes to Personal Information

If you believe any of your Personal Information we hold is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us in writing. It is your responsibility to advise us of any changes to your Personal Information (e.g. change of residential address, email address or phone number). Any written request by you to change, correct or update your Personal Information cannot be unreasonably withheld by us and we will respond within a reasonable period (not more than 30 days after your request). In some limited circumstances we may not make requested corrections to Personal Information, in which case we will explain why in writing.

Complaints About Privacy

If you have any complaints about how we use, disclose or collect your Personal Information, or our privacy practices, you may make a complaint to us by:

- calling us on 07 3513 7700; or
- writing to us at: Privacy Officer, PO Box 44, Brisbane QLD 4001; or
- email us at: privacy@affinityeducation.com.au.

We take complaints seriously and will investigate and respond within a reasonable period (not more than 30 day) after receiving written notice of your complaint. If you are not satisfied with how we handle your privacy complaint, you can make a complaint to the Office of the Australian Information Commissioner (OAIC). For more



information, you can visit the OAIC website at www.oaic.gov.au.

WHISTLEBLOWER POLICY

The purpose of this policy is to set out the processes adopted by Affinity Education in responding to reports by Whistleblowers of Reportable Conduct, and how Affinity Education will support and protect those who make such reports. Affinity Education is committed to:

- the highest standards of legal, ethical and moral behaviour, and to investigating reports made in accordance with this policy which are not trivial, vexatious, malicious, false or misleading (**Inappropriate Reports**), or which should be managed through Affinity Education's grievance or compliance processes and policies;
- providing a supportive environment in which Whistleblowers are encouraged to report potential or actual serious wrongdoing they believe is occurring within Affinity Education without fear of victimisation or reprisal; and
- supporting and protecting Whistleblowers so that no Whistleblower should be personally disadvantaged for making a report where they have reasonable grounds to suspect that potential or actual serious wrongdoing has taken place.

For the purposes of this policy:

- **Whistleblower** is an Affinity Education current or former director or employee, contractor, consultant, supplier volunteer or a relative, spouse or dependant of any of the forgoing (or persons who are eligible whistleblowers under the *Corporations Act 2001* (Cth)) who reports actual or suspected serious wrongdoing within Affinity Education in accordance with this policy. A Whistleblower must have reasonable grounds for suspecting there has been wrongdoing in making their report and cooperate in the investigation process, including providing further information and particulars sought by the investigator.
- **Reportable conduct** includes dishonesty, fraud, corrupt conduct, illegal conduct, theft, conduct that represents an improper state of affairs within Affinity Education, money laundering, use of or dealing in drugs, serious harassment or violence, environmental damage, serious risk to public health and safety, conduct that endangers the public or the financial system, or conduct that constitutes an offence under a law of a state or the Commonwealth punishable by imprisonment for 12 months.
- **Eligible Recipients** are the people to whom the Whistleblower can report suspected or actual Reportable Conduct concerns and include:
 - A member of the Affinity Education Senior Executive Team or the Affinity Education

General Counsel (collectively **Internal Eligible Recipient**); or

- External auditors as identified in Affinity Education's published accounts, or the Australian Securities and Investments Commission (**ASIC**), Australian Prudential Regulation Authority (**APRA**), police or Member of Parliament (collectively **External Eligible Recipient**).

Scope and Application

This policy applies to Whistleblowers who wish to report suspected or actual Reportable Conduct within Affinity Education. Affinity Education will act reasonably and comply with all applicable laws when determining whether a reported matter meets the requirements of Reportable Conduct for the purposes of this policy.

Current and former Directors and employees, and Affinity Education's volunteers, contractors and consultants, who have concerns generally relating to their employment or engagement, or otherwise in respect of matters that are not Reportable Conduct, should raise those concerns in accordance with Affinity Education's internal processes and policies, which generally involve discussing the matter with the relevant manager in the first instance, or in accordance with Affinity Education's grievance and compliance processes and policies.

Unethical behaviour, unsafe work practices, serious breaches of Affinity Education's policies and procedures, behaviour causing significant emotional or psychological harm, workplace discrimination or harassment, or any conduct that places a child at risk should be immediately reported through Affinity Education's grievance or compliance processes and policies. Any report of such unacceptable behaviour received under this policy, will be referred to the relevant department within Affinity Education to be addressed in accordance with Affinity Education's grievance or compliance processes and policies.

Whistleblowers must not make Inappropriate Reports. Inappropriate Reports will not be investigated under this policy. Making Inappropriate Reports will be treated seriously and may result in disciplinary action, including termination of employment or engagement.

Roles and Responsibilities

The Affinity Education whistleblower governance team consists of:

- **Whistleblower Governance Manager** – Affinity Education General Counsel.
- **Whistleblower Protection Officer** – appointed by the Whistleblower Governance Manager to assist the Whistleblower.



- **Investigator** – appointed by the Whistleblower Governance Manager to assist with any requisite investigation.

The Whistleblower Governance Manager has responsibility for assessing whether a report received satisfies the requirements of this policy as Reportable Conduct made by a Whistleblower, is not an Inappropriate Report and warrants investigation, and if so to:

- appoint a Whistleblower Protection Officer to provide support to the Whistleblower;
- appoint an investigator, either internal or external to Affinity Education, to investigate the report;
- take reasonable steps to ensure retaliatory action will not be taken against the Whistleblower; and
- notify Affinity Education's CEO (or alternately the Board, as may be appropriate) of the report and the investigation.

The Whistleblower Governance Manager may seek assistance from external financial, legal and operational advisers, as required, and will report directly to the CEO (or alternately the Board, as may be appropriate).

A Whistleblower Protection Officer is responsible for the following during the investigation process:

- providing support to the Whistleblower in respect of their report; and
- keeping the Whistleblower informed of the progress and outcomes of the investigation as reported by the Investigator, as appropriate in the circumstances.

An Investigator will be appointed by the Whistleblower Governance Manager and may be internal or external to Affinity Education. An Investigator is responsible for ensuring the proper investigation of the report and for keeping the Whistleblower Governance Manager and the Whistleblower Protection Officer informed of progress.

If an Investigator is internal they must not be a person who is the subject of the investigations or has inappropriate links or connections (actual or perceived) to the persons/practices which are under investigation.

Strategies and Practices

Reporting

Whistleblowers are encouraged to report suspected or actual Reportable Conduct to an Internal Eligible Recipient by phone or email. Internal Eligible Recipients within Affinity Education are members of the Senior Executive Team:

- General Counsel;
- Chief Compliance & Quality Officer
- Chief Financial Officer
- Chief Operations Officer

- Chief People Officer

Reports can be sent by email to:

whistleblower@affinityeducation.com.au ,

or by phone message to:

[07 3555 7773](tel:0735557773).

If the report contains allegations against an Internal Eligible Recipient, or the Whistleblower otherwise considers it inappropriate to make their report to any of these people, the Whistleblower is encouraged to report their reasonable suspicion to Affinity Education's CEO who will assume the role of Whistleblower Program Manager for the purposes of this policy. If the Whistleblower otherwise considers it inappropriate to make their report to the CEO, the Whistleblower is encouraged to report their reasonable suspicion to any External Eligible Recipient, who will assume the role of Whistleblower Governance Manager for the purposes of this policy.

Anonymous Reporting

Anonymous reports are accepted under this policy. However, anonymous reports have significant limitations. These limitations may include the inability to gather additional particulars to assist the investigation and provide specific protection and/or outcomes to Whistleblowers.

Protection of Whistleblowers

Confidentiality

Affinity Education will take reasonable steps to keep the Whistleblower's identity confidential. Affinity Education must obtain written consent from the Whistleblower prior to sharing any information such as their name or information that may disclose their identity unless disclosure is authorised or required by law. Affinity Education must disclose to the Whistleblower to whom their identity or information will be shared with and why. Affinity Education may also disclose information where the disclosure is necessary to facilitate further investigation of the Reportable Conduct. When a report of Reportable Conduct is investigated it may be necessary to reveal its substance to:

- Affinity Education directors and the Board and/or the Senior Executive Team;
- external persons involved in the investigation process;
- regulatory bodies; and
- law enforcement agencies.

To ensure procedural fairness, it may be necessary to disclose the fact and/or substance of reportable conduct to any person who may be the subject of the report and



allow them an opportunity to respond. All investigations will be objective, fair and independent, and will be undertaken in a timely fashion.

Affinity Education will take reasonable precautions to securely store records relating to any Reportable Conduct and its investigation, and to permit access by authorised persons only. Any unauthorised disclosure of information relating to Reportable Conduct or its investigation, or the identity of a Whistleblower will be regarded seriously and may result in disciplinary action (including termination of employment or engagement).

Disclosure to lawyers and regulatory bodies

Affinity Education will take reasonable steps to keep a Whistleblower's identity confidential and reduce the risk of disclosure in the course of an investigation if the concern is raised with a lawyer for the purpose of obtaining legal advice or representation, or the concern is reported to ASIC, APRA or any other government body prescribed under Part 9.4AAA of the *Corporations Act 2001* (Cth).

Retaliation

Affinity Education will not tolerate any retaliatory action or threats of retaliatory action against any Whistleblower, whether express or implied, conditional or unconditional, who has reasonable grounds to suspect Reportable Conduct. A Whistleblower must not be disadvantaged or victimised for having made a report under this policy. Any detrimental conduct toward the Whistleblower in reprisal for report being made under this policy may result in disciplinary action, including termination of employment or engagement. Detrimental conduct may include:

- dismissal of an employee;
- alteration of an employee's position or duties to his or her disadvantage;
- harassment, bullying or intimidation of a person;
- harm or injury to a person, including psychological harm;
- damage to a person's reputation; or
- threats of any of the above.

Detrimental conduct does not include administrative action that is reasonable for the purpose of protecting a Whistleblower from detriment (e.g. moving the Whistleblower who has made a disclosure about their immediate work area to another office to prevent them from detriment), or managing a Whistleblower's unsatisfactory work performance, if the action is in line with Affinity Education's performance management framework.

If it is found that a Whistleblower has engaged in wrongdoing that is the subject of their report, or otherwise, the fact that the Whistleblower has made the report will not protect the Whistleblower from potential

disciplinary action and any such disciplinary action will not be considered retaliation or victimisation.

Affinity Education supports and will comply with all statutory protections that are made available to whistleblowers from time to time.

MODERN SLAVERY STATEMENT

What is Modern Slavery

The *Modern Slavery Act 2018* (Cth) (**Act**) came into effect on 1 January 2019. The Act requires organisations based or operating in Australia with an annual consolidated revenue of \$100 million or more, to report annually on the actions they are taking to avoid or eliminate Modern Slavery in their operations and supply chains.

The Australian Government describes Modern Slavery as circumstances where offenders use coercion, threats or deception to exploit victims and undermine their freedom. Modern Slavery can occur in every industry and presents itself in many ways including human trafficking, slavery and forced labour. Modern Slavery distorts global markets, promotes cost cutting techniques and poses significant legal and reputational risks to entities. Affinity Education is dedicated to ensuring we are limiting our impact as much as possible and collaborating with our suppliers to ensure that our supply chain is ethically and responsibly sourced.

What Does this Mean to Us?

Being aware of Modern Slavery means using the best quality and ethically sourced resources and services to ensure that we are not contributing to an issue of global harm. This Modern Slavery Statement (**Statement**) outlines the steps Affinity Education has taken to identify, manage and mitigate specific risks of Modern Slavery within our operations and supply chain. Affinity strongly supports governmental mechanisms aimed at addressing violations of human rights. This Statement outlines Affinity Education's operations and supply chains, modern slavery risks, actions taken by Affinity Education to date, the effectiveness of those actions and the approach taken during our reporting period.

These values demonstrate Affinity Education's commitment to eliminating modern slavery practices and describe how activities have and will be undertaken to mitigate risks of those practices in supply chains. Affinity Education has prided itself as being a leader developing high quality mounting systems and is committed to supporting the Act. This Statement sets out the current state of operations This Statement is backed by Affinity Education's steadfast commitment to consistent and continuous improvement, and a willingness to recognise current risks and to undertake the necessary actions to minimise and mitigate those risks.



Operations

Affinity Education is a proprietary company based in Queensland which owns and operates early childhood education and care centres across Australia.

Affinity Education promotes the following operational activities in support of its business objectives:

- delivering quality care and education to children within our centres;
- directly sourcing our staff;
- providing educational pathways for development to our educators; and
- developing childcare centres that are ethically built and compliant with legislation.

Supply Chain

Affinity Education's supply chains include various services which assist with the delivery of childcare services to our centres as well as suppliers who collaborate with us ensure that the centres are compliant and managed appropriately. Affinity Education seeks to engage with suppliers who prefer and prioritise products sourced ethically and from Australia. These include:

- food suppliers;
- professional service providers such as auditors, brokers, debt collectors and lawyers;
- contractors including building works, cleaners, IT, marketing services and HR services;
- resources including play equipment, educational resources, and furniture; and
- educational program suppliers including excursion and incursion providers, language lessons, music classes, maths and English programs.

Affinity Education will, as required:

- report on its actions to assess and address Modern Slavery risks associated with its operations, including its employment practices and providing training for workers;
- discuss steps it has taken to assess and address Modern Slavery risks associated with the activities of Affinity Education; and
- provide information on how it is assessing and addressing Modern Slavery risks in its supply chains.

Risk of Modern Slavery Statements

Affinity Education recognises that there may be risks attributable to its current supply chain arising from the operations of its contractors or their sub-contractors. This may include risks that contractors are not using ethically sourced material or supplies, providing inadequate training or conducting insufficient enquiries into labour being utilised to ensure that Modern Slavery does not take place within their operational structures and risks relating to expedited time frames for completing various projects.

Action and Due Diligence

Affinity Education works to address these risks by undertaking due diligence on its current suppliers and new suppliers to continuously implement practices to support the principles of Modern Slavery.

Affinity Education recognises that without sufficient due diligence on its contractors and suppliers, its contribution to Modern Slavery could increase. These risks are mitigated by the implementation of supplier onboarding procedures (including dispute mechanism processes) to ensure they meet the legislative requirements to be working with Affinity Education's centres and to ensure all contracted suppliers operate in accordance with our values. Affinity Education carries out the following procedures when onboarding new suppliers:

- request information from direct suppliers about their sub-suppliers;
- suppliers agree to Affinity Education's general terms and conditions which require compliance with the Act;
- having open and honest conversations with its key suppliers to ensure that they are addressing their own Modern Slavery risks;
- updating supplier agreements to address Modern Slavery risks and obligations;
- completing annual reviews on its policies relating to suppliers; and
- using existing traceability processes to improve information about the source of products.

Affinity Education continually reviews its internal policies to enable its employees and contractors to speak up and notify it of any issues that may be occurring or contributing to Modern Slavery.

Assessing Effectiveness

Affinity Education continually strives to ensure that it is managing Modern Slavery risks within its organisation. To assess the effectiveness of strategies to reduce and eliminate any risks relating to Modern slavery, Affinity Education will:

- include Modern Slavery discussions in our Safety Committee Meeting agenda. This meeting is attended by senior management and considers emerging or existing risks within the organisation and how to best address these risks. This includes tracking and providing updates on any projects undertaken by the broader business to prevent Modern Slavery risks;
- complete annual reviews of all policies and procedures with relevant internal departments to ensure policies and procedures accurately reflect the business's objectives. This includes reviewing the risk assessment procedures within Affinity Education's operations and those provided by suppliers;
- promote training and education among staff to ensure they are aware of their obligations to uphold applicable laws, regulations, codes and standards which are included in our critical policies module, so all staff are made aware; and

- commence continued review of key suppliers assessed as having an elevated risk of human rights violations.

OTHER PROVISIONS

To the fullest extent permitted by the law, Affinity Education accepts no liability for, and the guardian will indemnify Affinity Education against, any actual or alleged loss or damage, of any nature or kind whatsoever, from any claims, liabilities, damages, losses, costs, expenses (including, but not limited to, settlements, judgments, court costs and reasonable legal fees), fines and penalties, arising out of or in relation to the guardian and child's access to or use of the Service.

Without limiting the foregoing, Affinity Education's aggregate liability in connection with care provided at the Service is limited to the amount of any out-of-pocket fees paid by the guardian to Affinity Education during the 3-month period preceding any claim.

Third parties shall have no rights under contract, statute (so far as applicable law allows) or at common law to enforce any of the provisions of the enrolment form or the Terms & Conditions of Enrolment.

The enrolment form and the Terms & Conditions of Enrolment contain the entire understanding between the guardian, the child and Affinity Education in relation to the child's enrolment at the Service.

The enrolment form and the Terms & Conditions of Enrolment are governed by and construed in accordance with the laws of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Brisbane courts and any courts which have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

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