

BLOOM & NURTURE

WEBSITE TERMS OF USE AND PRIVACY POLICY

ABN 18 478 141 858
Gold Coast – Brisbane – Byron Bay, Australia
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PART A — WEBSITE TERMS OF USE

1. ABOUT THESE TERMS

- 1.1 These Website Terms of Use (“Website Terms”) apply to your use of bloomandnurture.com.au (the “Website”), operated by Bloom & Nurture (ABN 18 478 141 858), across the Gold Coast, Brisbane, and Byron Bay (“we”, “us”, or “our”).
- 1.2 By using the Website, you agree to these Website Terms. If you do not agree, please do not use the Website.
- 1.3 Bookings and Services are governed by our Terms and Conditions, which apply once you submit a Booking and prevail over these Website Terms in the event of any inconsistency.

2. USING THE WEBSITE

- 2.1 You may use the Website to learn about our Services, make an enquiry, and submit a booking request. You must be at least 18 and provide accurate, current information.
- 2.2 You must not:
- use the Website unlawfully, or in a misleading or fraudulent way;
 - introduce viruses or harmful code, or attempt unauthorised access to our systems;
 - use bots, scrapers, or automated tools without our written consent; or
 - submit another person’s information, or any information about a child, without proper authority.

3. ENQUIRIES AND INFORMATION

- 3.1 Submitting a form or enquiry does not create a Booking or guarantee availability. A Booking is confirmed only as set out in our Terms and Conditions.
- 3.2 Information on the Website, including rates, packages, and service areas, is a general guide and may change. Content is not medical, legal, or parenting advice.

4. INTELLECTUAL PROPERTY

- 4.1 All Website content, including text, imagery, logos, branding, methodology, and design, is owned by or licensed to Bloom & Nurture and protected by copyright and other laws.
- 4.2 You may view and print content for personal, non-commercial use. You must not copy, reproduce, modify, or distribute it without our prior written consent.

5. REVIEWS AND USER CONTENT

- 5.1 If you submit a review, testimonial, or other content (“User Content”), you confirm that it is accurate, lawful, and yours to share, and you give us a non-exclusive, royalty-free licence to publish and use it in connection with our business.
- 5.2 We may remove User Content at any time. You may ask us to remove your User Content by emailing info@bloomandnurture.com.au, and we will act on reasonable requests.

5.3 User Content must not be defamatory, misleading, or abusive, and must not identify or include images of a child without the written consent of their parent or guardian.

6. THIRD-PARTY LINKS AND SERVICES

6.1 The Website may link to, or use, third-party tools such as forms, scheduling, and payment providers. We do not control and are not responsible for third-party websites or services, which are subject to their own terms and privacy practices.

7. AVAILABILITY AND DISCLAIMER

7.1 We aim to keep the Website available and secure, but do not guarantee it will be uninterrupted or error-free. We may modify or suspend any part of it at any time.

7.2 We may restrict your access if we reasonably believe you have breached these Website Terms.

8. CONSUMER RIGHTS AND LIABILITY

8.1 Nothing in these Website Terms excludes, restricts, or modifies any right or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded.

8.2 Subject to clause 8.1, and to the maximum extent permitted by law, Bloom & Nurture is not liable for any indirect or consequential loss arising from your use of the Website or reliance on its content. Where liability cannot be excluded but can be limited, it is limited to resupplying the relevant information.

9. PRIVACY AND COOKIES

9.1 We handle personal information in accordance with our Privacy Policy, available on the Website. The Website may use cookies and similar technologies as described in that policy.

10. CHANGES, GOVERNING LAW AND CONTACT

10.1 We may update these Website Terms from time to time. The current version, with its effective date, is always available on the Website, and continued use means you accept the update.

10.2 These Website Terms are governed by the laws of Queensland, Australia, and the courts of Queensland have exclusive jurisdiction. If any provision is unenforceable, the remainder continues in force.

10.3 Questions? Email info@bloomandnurture.com.au. Bloom & Nurture is a mobile, in-home service across the Gold Coast, Brisbane, and Byron Bay and does not operate from a fixed place of business.

PART B — PRIVACY POLICY

11. INTRODUCTION

- 11.1 Bloom & Nurture (ABN 18 478 141 858) (“Bloom & Nurture”, “we”, “us”, or “our”) respects your privacy and the privacy of your family. This Privacy Policy explains how we collect, hold, use, and disclose personal information, and how you can access and correct it.
- 11.2 We handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (“APPs”).
- 11.3 This policy applies to personal information collected through our website bloomandnurture.com.au (the “Website”), our enquiry, booking, and application forms, and our communications and Services.
- 11.4 Sensitive information, such as health information about a child, is used only for the purpose for which it was collected, for a directly related purpose, or with your consent or where required or authorised by law.

12. THE INFORMATION WE COLLECT

- 12.1 The personal information we collect depends on how you interact with us. It may include:
- **Contact details:** your name, email address, phone number, and the address at which care will take place;
 - **Booking details:** dates, times, locations, event details, and service preferences;
 - **Information about your children:** names, ages, and relevant details to provide safe and suitable care, which may include allergies, medical conditions, medication requirements, and behavioural or support needs;
 - **Household information:** access arrangements, security systems, pets, and other details a Carer needs to know;
 - **Payment information:** billing details and transaction records (card details are processed by our payment provider and are not stored by us);
 - **Communications:** your enquiries, messages, feedback, and correspondence with us;
 - **Website data:** IP address, device and browser type, pages viewed, and referral source; and
 - **Carer applicant information:** if you apply to work with us, your résumé, work history, qualifications, referee details, Working with Children Check, First Aid and CPR certification, and identity verification documents.
- 12.2 Information about a child’s health or medical needs is sensitive information under the Privacy Act. We only collect it with consent, and only where reasonably necessary to provide safe care.

13. HOW WE COLLECT INFORMATION

- 13.1 We collect personal information:
- directly from you, when you complete a form, make an enquiry or booking, speak with us, or correspond with us;

- automatically, through cookies and similar technologies when you use the Website;
- from third parties, such as referees, wedding planners, venues, or event organisers who refer you or work with us on your event; and
- from publicly available sources, where relevant to recruitment or safety screening.

13.2 Where you give us information about another person, such as a child or other family member, you confirm that you are authorised to do so and that you have made them aware of this policy where appropriate.

14. WHY WE COLLECT AND USE INFORMATION

14.1 We collect, hold, and use personal information to:

- respond to enquiries and process, confirm, and deliver Bookings;
- match you with suitable Carers and coordinate scheduling and logistics;
- provide safe care, including responding to a child’s medical, dietary, and support needs;
- process payments, issue invoices, and manage accounts;
- communicate with you about your Booking, including confirmations, reminders, and updates;
- recruit, screen, onboard, and manage Carers;
- meet our legal, insurance, safety, and compliance obligations;
- improve our Website, Services, and client experience; and
- with your consent, send you news, updates, and offers about our Services.

14.2 We will only use or disclose your personal information for the purposes above, for a related purpose you would reasonably expect, with your consent, or where required or authorised by law.

15. DISCLOSURE OF INFORMATION

15.1 We may disclose personal information to:

- **Carers**, to the extent necessary to provide your Booking, including relevant details about your children and home environment;
- **service providers** who support our operations, such as website hosting, form and scheduling tools, payment processing, email, accounting, and cloud storage providers;
- **professional advisers**, such as accountants, lawyers, and insurers;
- **event partners**, such as wedding planners or venues, where you ask us to coordinate with them;
- **emergency services or medical professionals**, where necessary to protect a child’s health or safety; and
- **government agencies and insurers**, such as to validate a Carer’s Working with Children Check, or in relation to booking history and incident reports;
- **regulators, courts, or law enforcement**, where required or authorised by law.

15.2 We require our service providers to handle personal information securely and only for the purposes for which it is disclosed. We do not sell your personal information.

16. OVERSEAS DISCLOSURE

16.1 Some of our service providers, including cloud storage, email, and website platforms, may store or process information outside Australia. Where this occurs, we take reasonable steps to ensure that the recipient handles your information consistently with the APPs.

17. DIRECT MARKETING

17.1 With your consent, we may send you marketing communications by email or other channels. We comply with the Spam Act 2003 (Cth) and will always include a way to opt out.

17.2 You can unsubscribe at any time by using the unsubscribe link in any marketing email or by contacting us. Opting out of marketing will not affect service-related communications about your Booking.

18. COOKIES AND WEBSITE ANALYTICS

18.1 The Website may use cookies and similar technologies to operate the Website, remember your preferences, and understand how visitors use it. This information is generally aggregated and does not identify you personally.

18.2 You can adjust your browser settings to refuse or delete cookies, although some parts of the Website may not function as intended.

19. PHOTOGRAPHS AND IMAGERY

19.1 We do not photograph or record children, or publish images of children or families, without the consent of the relevant parent or guardian. You may withdraw your consent at any time by contacting us, and we will take reasonable steps to remove the relevant material from our channels going forward.

20. STORAGE AND SECURITY

20.1 We take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access, modification, or disclosure. These steps include access controls, secure cloud storage, and limiting access to those who need it.

20.2 No method of transmission or storage is completely secure. If you believe your information has been compromised, please contact us immediately.

20.3 If we experience a data breach that is likely to result in serious harm, we will notify affected individuals and the Office of the Australian Information Commissioner (“OAIC”) as required under the Notifiable Data Breaches scheme.

21. RETENTION AND DISPOSAL

21.1 We keep personal information only for as long as it is needed for the purposes described in this policy, or as required by law. Most client records are kept for up to 7 years to meet our record-keeping, tax, and insurance obligations.

21.2 When information is no longer needed, we take reasonable steps to securely destroy or de-identify it.

22. ACCESS AND CORRECTION

22.1 You may request access to the personal information we hold about you, and ask us to correct it if it is inaccurate, out of date, incomplete, or misleading.

22.2 To make a request, contact us using the details in clause 25. We may need to verify your identity first. We will respond within a reasonable time, generally within 30 days. In limited circumstances permitted by the Privacy Act, we may refuse access, and if so we will explain why in writing.

24. COMPLAINTS

24.1 If you believe we have breached the APPs or mishandled your personal information, please contact us in writing using the details in clause 25. We will acknowledge your complaint, investigate it, and respond within a reasonable time, generally within 30 days.

24.2 If you are not satisfied with our response, you may lodge a complaint with the Office of the Australian Information Commissioner (OAIC) at oaic.gov.au or on 1300 363 992.

25. CONTACT US

25.1 For privacy enquiries, access or correction requests, or complaints, please contact us:

- Bloom & Nurture, ABN 18 478 141 858
- Attention: Privacy
- Service area: Gold Coast, Brisbane, and Byron Bay
- Email: info@bloomandnurture.com.au

25.2 Bloom & Nurture is a mobile, in-home service and does not operate from a fixed place of business.

26. CHANGES TO THIS POLICY

26.1 We review this Privacy Policy periodically and may update it to reflect changes in our practices, Services, or legal obligations. The current version will always be available on the Website, together with its effective date.