

# KINSHIP COLLECTIVE PTY LTD

ABN: 36 697 096 512

14 Seahaze Drive, Torquay VIC 3228

[www.kinshipcollective.com.au](http://www.kinshipcollective.com.au)

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## TERMS AND CONDITIONS

*Last updated: April 2026*

### 1. Agreement to Terms

These Terms and Conditions ("Terms") govern the provision of services by Kinship Collective Pty Ltd ("we", "us", "our"), operated by Saskia and Raphael, to you ("you", "client", "your"). By engaging our services, you agree to be bound by these Terms.

Where a family member, representative or other person (an "Authorised Representative") arranges or pays for services on behalf of a client, that person agrees to be bound by these Terms on behalf of themselves and the client, and confirms that they have authority to do so.

#### 1.1 Authorised Representatives and Capacity

Where services are arranged by an Authorised Representative:

- The client remains the recipient of services and, where possible, is consulted about the services they wish to receive.
- The Authorised Representative is jointly responsible with the client for payment of fees.
- We will take reasonable instructions (for example, changes to schedule or contact details) from the Authorised Representative named in the service agreement.
- If more than one family member wishes to give instructions, we will ask that a single Authorised Representative be nominated in writing to avoid conflicting directions.
- If a client holds an Enduring Power of Attorney or has appointed a Medical Treatment Decision Maker under Victorian law, we will recognise that appointment on sighting the relevant document.
- If we reasonably believe a client has lost capacity to make decisions about our services during the engagement, we will pause services and contact the Authorised Representative or the client's nominated Power of Attorney before continuing.

### 2. About Our Services

Kinship Collective Pty Ltd provides social companionship services for seniors in the Surf Coast region of Victoria, Australia. Our services may include, but are not limited to:

- Companionship visits and friendly conversation
- Accompanied walks, including beach walks and outdoor activities
- Assistance with grocery shopping and light errands
- Social outings and recreational activities
- Transport to appointments, leisure activities, or scenic drives
- General day-to-day social engagement to help you stay connected

Our services are non-clinical and non-medical in nature. We do not provide nursing care, medical treatment, allied health services, personal care (such as bathing, dressing, or toileting), or clinical support of any kind. We are not a registered NDIS provider and are not a government-approved aged care provider.

## **2.1 Photography and Recording**

We will not photograph, film or record our visits with you unless you specifically ask us to. Any photographs taken at your request will be kept on your client record only and will not be used for marketing, on our website, or on social media.

## **3. Service Arrangements**

### **3.1 Initial Consultation**

Before commencing services, we will arrange an initial consultation (in person, by phone, or by video) to understand your needs, preferences, and any safety considerations you wish to share with us. This helps us tailor our social companionship to suit you.

### **3.2 Service Agreement**

Following the initial consultation, we will provide you with a written service agreement outlining the agreed services, schedule, fees, and any specific arrangements. Services will commence once the agreement is signed by both parties.

### **3.3 Scheduling**

Services are scheduled by mutual agreement. We will do our best to accommodate your preferred times; however, availability may vary. Any changes to your regular schedule should be communicated as early as possible.

## **4. Fees and Payment**

### **4.1 Service Fees**

Our fees are outlined in your individual service agreement. All fees are inclusive of GST. Fees may vary depending on the type of service, duration, and any travel required. We will always communicate any applicable fees before a service is delivered.

### **4.2 Payment Terms**

Invoices are issued following each service (or as otherwise agreed in writing) and are payable within three (3) business days of the invoice date. We accept payment by bank transfer. Other payment methods may be available on request.

### **4.3 Late Payment**

If an invoice remains unpaid for more than fourteen (14) days after the due date, we may charge interest on the outstanding amount at a rate equal to the Reserve Bank of Australia cash rate plus 2% per annum, calculated daily from the due date until payment is received. We will always attempt to resolve payment issues with you directly before applying interest.

### **4.4 Additional Costs**

Any out-of-pocket expenses incurred during a service (for example, entry fees, meal costs, or fuel for long-distance outings) will be discussed and agreed with you in advance. These costs are payable by the client unless otherwise arranged.

### **4.5 Fee Changes**

We may adjust our fees from time to time. We will provide you with at least thirty (30) days' written notice of any fee changes. Continued use of our services after the effective date of a fee change constitutes acceptance of the new fees.

## **5. Cancellation and Rescheduling**

### **5.1 Cancellation by the Client**

We understand that plans change. We ask that you provide us with at least twenty-four (24) hours' notice if you need to cancel or reschedule a service. Our cancellation fees are as follows:

- More than twenty-four (24) hours' notice: no fee.
- Between twelve (12) and twenty-four (24) hours' notice: 50% of the scheduled service fee.
- Less than twelve (12) hours' notice: 100% of the scheduled service fee.

Cancellation fees will not be charged where the cancellation results from genuine illness, a medical event affecting you or a close family member, or another significant and unforeseen circumstance. We will apply this exception fairly and do not require medical documentation.

### **5.2 Cancellation by Kinship Collective**

In the unlikely event that we need to cancel or reschedule a service, we will provide you with as much notice as possible and offer an alternative time. You will not be charged for any service we cancel.

## **6. Client Responsibilities**

To help us provide the best possible service, we ask that you:

- Provide accurate and up-to-date information about your mobility and any safety concerns relevant to the services we provide
- Notify us promptly of any changes to your circumstances or preferences that may affect service delivery
- Treat our team members with respect and courtesy
- Ensure a safe environment for service delivery (for example, a clear pathway in your home and secure pets during visits)
- Communicate any concerns or feedback to us as soon as they arise

## **7. Our Responsibilities**

We are committed to providing you with high-quality, respectful, and reliable companionship. We will:

- Deliver services with care, professionalism, and respect for your dignity, autonomy, and preferences
- Communicate openly and honestly about our services, fees, and any changes
- Protect your personal information in accordance with our Privacy Policy
- Maintain appropriate insurance for the services we provide (see clause 11)
- Respond promptly and fairly to any concerns, complaints, or feedback

## **8. Health and Safety**

### **8.1 Non-Medical Disclaimer**

Kinship Collective does not provide medical, nursing, or clinical care. Our team members are not healthcare professionals (unless separately qualified and acting in that capacity, which is not part of our services). If you experience a medical emergency during a service, we will call emergency services (000) immediately and contact your nominated emergency contact as soon as practicable.

### **8.2 Participation in Activities**

Some of our activities involve physical exertion (for example, beach walks or outings). You are responsible for letting us know if you have any concerns about safely participating in a planned activity. We reserve the right to decline or modify an activity if we reasonably believe it poses a safety risk to you or to our team.

### **8.3 Infectious Illness**

For the safety of all parties, we ask that you inform us as soon as possible if you are feeling unwell or have been diagnosed with an infectious illness. We may need to postpone a visit in these circumstances, and no cancellation fee will apply. Similarly, if a member of our team is unwell, we will reschedule your service to protect your health.

## 9. Transport

Where transport is provided as part of our services (for example, drives along the Great Ocean Road or trips to appointments), the following conditions apply:

- Our team members hold a current and valid Australian driver's licence.
- The vehicle used will be registered, roadworthy, and insured on a policy that covers the transport of paying passengers.
- Seatbelts must be worn at all times.
- Transport is provided for the client only. Additional passengers (including family members, friends, or grandchildren) will not be carried unless agreed in advance and recorded in the service agreement.
- We are not liable for delays caused by traffic, road conditions, weather, or other factors beyond our control.
- You are responsible for informing us of any concerns that may affect your comfort or safety during transport (for example, motion sickness or difficulty getting in and out of a vehicle).

## 10. Limitation of Liability

### 10.1 General

To the fullest extent permitted by law, and except to the extent any such limitation is prohibited by the Australian Consumer Law, the total liability of Kinship Collective Pty Ltd to you for any claim arising from or in connection with our services is limited to the greater of:

- (a) the total fees paid by you to us in the twelve (12) months immediately preceding the event giving rise to the claim; or
- (b) ten thousand dollars (AUD \$10,000).

### 10.2 Exclusions

To the extent permitted by law, we are not liable for any loss, injury, or damage that arises from:

- Pre-existing medical conditions or health events beyond our control
- Your failure to disclose relevant safety information
- Participation in activities that you have been advised may not be suitable
- Circumstances beyond our reasonable control, including severe weather, natural disasters, or government-imposed restrictions
- Loss of or damage to personal belongings during a service, unless caused by our negligence

### 10.3 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer right, guarantee, or remedy under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that cannot be excluded, restricted, or modified by agreement.

## **11. Insurance**

Kinship Collective Pty Ltd holds, or will hold prior to commencing services with you, public liability insurance and professional indemnity insurance appropriate for the services we provide. Details of our current insurance arrangements are available on request.

## **12. Complaints and Dispute Resolution**

### **12.1 Raising a Complaint**

We value your feedback and take all concerns seriously. If you are unhappy with any aspect of our services, please contact us directly so we can resolve the issue promptly:

Email: [admin@kinshipcollective.com.au](mailto:admin@kinshipcollective.com.au)

Phone: direct mobile numbers for Saskia and Raphael are published on our website at [www.kinshipcollective.com.au](http://www.kinshipcollective.com.au)

### **12.2 Our Process**

Upon receiving a complaint, we will acknowledge it within two (2) business days and aim to resolve it within fourteen (14) business days. If the matter is complex, we will keep you informed of our progress and expected timeframes.

### **12.3 External Resolution**

If you are not satisfied with the outcome of our internal process, you may contact the relevant external body:

- For general consumer complaints: Consumer Affairs Victoria — [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) or 1300 558 181
- For privacy complaints: Office of the Australian Information Commissioner — [www.oaic.gov.au](http://www.oaic.gov.au) or 1300 363 992

## **13. Termination of Services**

### **13.1 Termination by the Client**

You may end your service arrangement with us at any time by providing fourteen (14) days' written notice. Any outstanding fees for services already provided will remain payable.

### **13.2 Termination by Kinship Collective**

We may end or suspend services with fourteen (14) days' written notice if:

- Your needs change beyond the scope of services we are able to safely provide

- There is a serious or repeated breach of these Terms
- There is a risk to the safety or wellbeing of our team members
- Fees remain unpaid for more than thirty (30) days after the invoice date, despite reasonable attempts to resolve the matter

In urgent safety situations, services may be suspended immediately, with written notice provided as soon as practicable.

## **14. Intellectual Property**

All content on our website, including text, images, logos, and design elements, is the property of Kinship Collective Pty Ltd and is protected by Australian intellectual property laws. You may not reproduce, distribute, or use our content without our prior written permission.

## **15. Governing Law**

These Terms are governed by the laws of the State of Victoria, Australia. Any disputes arising from these Terms or our services will be subject to the exclusive jurisdiction of the courts of Victoria.

## **16. Amendments to These Terms**

We may update these Terms from time to time. We will notify you of any material changes by providing written notice at least fourteen (14) days before the changes take effect. Continued use of our services after the effective date constitutes acceptance of the updated Terms.

The most current version of these Terms will always be available on our website or upon request.

## **17. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

## **18. Entire Agreement**

These Terms, together with your individual service agreement and our Privacy Policy, constitute the entire agreement between you and Kinship Collective Pty Ltd regarding the provision of services.

## **19. Contact Us**

If you have any questions about these Terms, please contact us:

**Kinship Collective Pty Ltd**

Operated by Saskia and Raphael

14 Seahaze Drive, Torquay VIC 3228

Email: [admin@kinshipcollective.com.au](mailto:admin@kinshipcollective.com.au)

Website: [www.kinshipcollective.com.au](http://www.kinshipcollective.com.au) (mobile contact numbers for Saskia and Raphael are published on the website)

*Thank you for choosing Kinship Collective. We look forward to supporting you.*