



Australian  
Breastfeeding  
Association

Breastfeeding Friendly Early Childhood Education  
and Care Service recognition

# Terms and Conditions

# Terms and Conditions

By agreeing to and accepting this recognition, you agree to be bound by the following terms and conditions.

## 1. General Terms and Conditions for use

- a. These terms and conditions are effective from 21st June 2023 and replace any previous terms and conditions.
- b. Breastfeeding Friendly Early Childhood Education and Care (ECEC) Service recognition is a program owned, managed and operated by the Australian Breastfeeding Association (ABA)
- c. The Breastfeeding Friendly ECEC Service program provides products, learning materials and a recognition program.
- d. Recognition is awarded to organisations that have accepted and paid the service fee and meet ABA terms, conditions and criteria.
- e. Once an organisation has signed and agreed to the recognition and paid for the recognition, it is the organisation's responsibility to maintain the required standards.
- f. Recognition fees are non-refundable if an organisation decides not to go ahead with the recognition.
- g. The period of recognition (dependent on the sign-up) is either twelve (12) or twenty-four (24) months from the date your organisation is notified of successfully meeting recognition standards, unless otherwise stated.

## 2. Application and access to service

- a. ABA will not accept applications from applicants:
  - i. That breach the WHO International Code of Marketing Breastmilk Substitutes
  - ii. Whose business activities breach any ABA policy or objective.
  - iii. With whom an association is likely to bring the reputation of ABA into disrepute
  - iv. That manufacture infant formula/tobacco/alcohol.
- b. In addition, ABA may, at its absolute discretion, decline to accept any application for recognition for any reason and without the need to disclose the reason.
- c. The applying organisation can request discussion with ABA on any decision not to accredit said organisation and its reasons in order to reflect the spirit of the recognition purpose and enable said organisation to consider changes necessary to obtain recognition.

## 3. Modifications to services

- a. ABA reserves the right to change the program without notice.
- b. Workplaces will be given reasonable notification of any change of criteria that affects their recognition to ensure criteria continue to be met.
- c. ABA will provide the support for workplaces to implement the changes to ensure recognition continues to be met.
- d. ABA will allow companies reasonable time to implement any changes as notified.
- e. Recognised venues must advise ABA if breastfeeding practices and policies have been discontinued or altered, or if there is an intention to do so.
- f. Recognised venues must advise if they subsequently become linked to a formula/tobacco/alcohol company/manufacturer/distributor.

## 4. Exchange of confidential information

- a. All information collected by ABA from applying companies will remain confidential.
- b. ABA will establish and maintain effective security measures to safeguard company information from unauthorised access, use, copying or disclosure.
- c. ABA will seek written consent authorising disclosure of company information to a third party when third party is employed by the ABA before divulging any information.
- d. Organisations applying for recognition will not disclose any information, access to learning module or resources to a third party without written permission from the ABA.
  - i. All materials and training resources provided to recognised organisations as part of this recognition program will only be used within the organisations current recognised worksite and not distributed or forwarded to other worksites.

## 5. Publications and multimedia

- a. Recognised organisations agree to be listed on the ABA website and to be included in ABA publications including online social media platforms.
- b. Public relations campaigns are undertaken from time to time to build the profile of the program and recognised workplaces may be mentioned during these campaigns. The Applicant acknowledges and consents to the use of its name and images which are supplied to ABA for use in promotion, dissemination of information and awareness of the Breastfeeding Friendly ECEC Service program.
- c. Recognised organisations waive any rights and claims, present and future, to any fees or royalties or other benefits whatsoever for or in connection with the use of the multimedia.

- d. Recognised organisations waive the right to inspect or approve the final product, including spoken, written or electronic copy related to the use of quotes, photographs, audio or video footage.
- e. ABA will take reasonable steps to prevent images of Aboriginal and Torres Strait Islanders appearing in material/s after their death. However, we understand and agree that despite those efforts, the multimedia may still be published or disseminated.
- f. Any images or information provided to ABA will be used only for the purpose(s) of public relations or marketing of ABA and the use, storage and disclosure of any such information will be consistent with the National *Privacy Principles in the Privacy Act 1988 (Cth)*.
- g. Use of any logo's supplied by recognised organisations will be used following each organisations brand guidelines as provided by said company at time of publication.
- h. Organisations understand that they must inform ABA in writing to withdraw permission for the multimedia to be used. If so, ABA will cease any future new publication or use of the multimedia, but the multimedia will continue to appear in printed and electronic material which has already been published or disseminated.

#### **6. Trademark and intellectual property information**

- a. ABA collateral, resource, learning modules and criteria remain the intellectual property of ABA.
- b. Use of the ABA logo may not be permitted. Requests to use ABA logo must be in the form of writing.
- c. Use of recognition status is permitted only for workplaces holding current, valid recognition.
- d. If the recognition is no longer valid, the ABA logo and collateral must be removed immediately.
- e. Collateral and resources provided must not be altered in any way.
  - i. The organisation must not modify the training materials, digital and printed materials or use it for any other purpose without the prior written approval of ABA. This includes removing the ABA logo for any materials provided.

#### **7. Charges and payment terms**

- a. ABA will issue an invoice for the Breastfeeding Friendly ECEC Service recognition cost upon return of signed submitted recognition form,
- b. The organisations will pay the invoice within 30 days of receiving invoice.
- c. Fees are reviewed at time of recognition renewal and may be subject to change.
- d. Recognition fees are GST exempt, other products and resources are GST exclusive.

#### **8. Termination of recognition agreement**

- a. Organisation must advise ABA in writing if they do not wish to renew recognition.
- b. Recognition may be suspended or withdrawn if:
  - i. ABA reasonably determines that criteria are not being met.
  - ii. ABA provides organisation with written notice and particulars of non-compliance.
  - iii. If repeated recommendations to meet criteria are not acted on and implemented
  - iv. Organisations does not rectify the issue within a reasonable period after being notified by ABA of concerns.
- c. Organisations renewing recognition that do not pay the recognition fee within 1 month of receipt of the recognition invoice, will forfeit their recognition status.
- d. Organisation with recognition that subsequently become linked to a formula/tobacco or alcohol company may have their accreditation revoked.