



# Conscious Kids One Day Programme Terms & Conditions

## 1. Background

- 1.1 Thank you for enrolling your child at the Conscious Kids One Day Programme.
- 1.2 These Terms and Conditions apply to One Day Programme services that Conscious Kids (“we”, “us”, “our”) provides to you and your child (“you”, “your”, “their”) through or in relation to our education services (“Services”). These Terms and Conditions comprise our agreement with you for the provision of our Services.
- 1.3 Conscious Kids operates the nature-based and child led One Day Programme. Our values include:
  - a. A love of learning. We encourage curiosity, creativity and the confidence to explore;
  - b. Connection to nature and the great outdoors. We use a nature-based approach to learning; and
  - c. The importance of relationships and a sense of belonging. We encourage and support our students to foster positive relationships with themselves, those around them and the environment. Where possible, we also welcome your suggestions for programme planning and design.
- 1.4 Conscious Kids - One Day Programme is a “one day a week” programme during school term. Your child will attend school at their primary education provider four days a week, and obtain permission from their primary education provider to attend Conscious Kids – One Day Programme for one day a week on a consistent basis. Our school term length is the same or similar as that of your child’s local primary education provider (“**school term**”).
- 1.5 You confirm your understanding and acceptance of these Terms and Conditions when you complete the enrolment form at our online booking system. These Terms and Conditions will come into force from the date upon which you accept them and shall continue until terminated in accordance with clauses 3.2 – 3.3 below.

## 2. Your Use of Our Services

- 2.1 In using our Services, you confirm that you will:
  - a. Commit to enrolment of a minimum of one day a week for the entire school term. The total number of sessions to be attended during the school term will be confirmed with you in advance of the school term;
  - b. Obtain permission from your child’s primary education provider for your child to attend ‘Conscious Kids – One Day Programme’ one day a week on a consistent basis for the entirety of the school term;
  - c. Comply with our payment requirements, as set out under clause 3 below;
  - d. Provide all necessary information requested of you, including information that may be important to the health, safety, wellbeing and/or other needs of your child and other children attending Conscious Kids – One Day Programme
  - e. Immediately notify us of any relevant change of circumstances to you or your child; and
  - f. Only use our Services for the purposes which they are intended and consistent with the values of Conscious Kids – One Day Programme



2.2 In the event of any complaint, you confirm that you will:

- a. In the first instance approach an Educator or Director of Conscious Kids, who will endeavour to resolve your complaint;
- b. In the second instance, in the event that the complaint is not or cannot be appropriately remedied by an Educator or Director, make the complaint in writing to a Manager of Conscious Kids, outlining the details and desired outcomes. A Manager will assess your complaint and endeavour to respond within 14 days;
- c. In all instances endeavour to work together with Conscious Kids towards a mutually agreeable outcome. If this is not possible by mutual negotiation, you agree to the appointment of an appropriate mediator to determine an acceptable outcome in accordance with these Terms and Conditions.

### 3. Fees, Payment and Cancellation

3.1 You will pay us a set fee for the use of our Services (“Fee”). The Fee will be as notified by us to you, on the basis set out below:

- a. The Term Fee must be paid by you and received by us at least one week in advance of first session of the term;
- b. The Fee comprises the term cost of NZ\$640 (including GST) per child; NZ\$80/session – 8 session per Term.
- c. Payment of the Fee is made by bank transfer to an account notified by us to you;
- d. Interest, costs and expenses may be payable by you, should these be incurred as a result of non-payment by you and/or as a consequence of us having to enforce any of our rights contained in this agreement.

3.2 You may cancel your child’s enrolment and terminate this agreement with four weeks’ notice. The Fee remains payable over that four weeks’ notice period.

3.3 We may suspend or cancel your child’s enrolment, and/or terminate this agreement, for good reason and/or on your breach of any terms of this agreement. In the event of our suspension or termination, any Fee you have paid in advance will be refunded to you. Suspension or termination will not affect our claim for money due to us at the time of suspension or termination.

3.4 We can revise our Fee at any time. In the event that we revise our Fee, we will notify you of such change, which will come into effect the following school term in which you are notified.

### 4. Safety, Wellbeing and Privacy

4.1 You are responsible for getting your child to and from Conscious Kids One Day Programme and agree to do so safely and on time in accordance with these Terms and Conditions. Drop off time is between 9am and pick up times is 3pm. The hours between drop off and pick up are defined as the “attendance” period notice.

4.2 You will ensure that your child is dressed appropriately for outdoors activities, and you will provide changes of clothing for your client as required for all weather and environmental conditions during the school day.

4.3 You will ensure that your child is provided with their own drink, snacks and lunch for consumption during the school day, keeping in mind that outdoors activities may result in an increased appetite and need for hydration.

4.4 We will take all reasonable care of your child and their property during their attendance at Conscious Kids – One Day Programme



- 4.5 We endeavour to ensure your child's continued health, safety and wellbeing during their attendance at Conscious Kids – One Day Programme, including, as appropriate contacting you and/or the appropriate emergency, medical or healthcare providers. You will be liable for any emergency, medical or healthcare costs that may be incurred in respect of your child.
- 4.6 We endeavour to accommodate all children enrolled at Conscious Kids – One Day Programme. If your child does have additional needs, every effort will be made to include them within the limits of the One Day Programme's resources. Conscious Kids reserves the right to manage enrolments in a way that ensures safety of children and staff, this may include, but is not limited to, a requirement that children with special needs attend with a caregiver, any cost of which will be in addition to the booking fee.
- 4.7 You consent to the ordinary activities and Services provided by Conscious Kids – One Day Programme during the attendance period. Ordinary activities will include workshops, interacting with nature and the great outdoors, and may include an element of risk (addressed in further detail under clause 5 below). If you inform us that your child does not wish to engage in a particular activity during the attendance period we will provide a reasonable alternative activity for your child.
- 4.8 We take some photographs and video recordings during your child's attendance at Conscious Kids – One Day Programme. These photographs and video recordings are primarily for the purpose of sharing your child's experience with you, and secondarily for the purpose of promoting the Services of Conscious Kids. You consent and agree to the reasonable recording and use of these photographs and video recordings for those purposes, including the sharing of photographs and video recordings online within our private member groups and public Conscious Kids Facebook page. If you do not consent or agree to the use of your child's photographs and video recordings for those purposes, it is parents or caregivers responsibility to inform Conscious Kids Management.
- 4.9 You give permission for us to collect and hold personal details, information and other materials (including photographs and video recordings) relevant to your child's enrolment and attendance at Conscious Kids – One Day Programme. You have all entitlements to those details and information in accordance with the Privacy Act 1993 (as amended and replaced from time to time).
- 4.10 We will never provide personal details, information or other materials about your or your child to any other party without your prior permission (other than as provided above, or as required by law), and we will take all reasonable care to ensure the privacy of those details, information and other materials.

## **5. Liability**

- 5.1 To the extent permitted by law, you acknowledge that:
  - a. The ordinary activities and Services provided by Conscious Kids involve an element of risk, particularly given the interaction with the outdoors, weather, environmental conditions, and the unpredictability of children's behaviour;
  - b. While we have implemented measures and trained staff to minimise the element of risk, we are unable to completely eliminate risk from every scenario that may occur during the school day;
  - c. You have familiarised yourself with, and accepted, the reasonable risks of our Services, including on behalf of your child;
  - d. We will not be liable to you, your child, or any third party for any loss, damage or injury of any kind whatsoever, arising from the supply of our Services, whether suffered or incurred by your child, another person, or their property; and
  - e. We will not be liable to you, your child, or any third party for any unintentional release of private details, information or other materials.



## 6. Miscellaneous

- 6.1 We may revise or amend these Terms and Conditions from time to time. If we do make any such changes, we will notify you of the revised terms and conditions and you must accept the revised Terms and Conditions before continuing to use our Services.
- 6.2 If we fail to enforce any part of these Terms and Conditions, it shall not be deemed to be a waiver of any of the rights or obligations we have under our agreement with you.
- 6.3 If any part of these Terms and Conditions is determined to be invalid, void, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 6.4 These Terms and Conditions are governed by the laws of New Zealand and all disputes or claims in relation to these Terms and Conditions will be subject to the exclusive jurisdiction of the appropriate New Zealand body.