

By enrolling your child, you are in full Agreement with these Terms and Conditions. Please read them carefully.

ENROLMENTS

• When enrolling your child, or another child, you must provide all the information we request, as this is important for the child's welfare and safety.

BOOKINGS AND PAYMENT

- Payment must be made during Booking by Credit or Debit Card.
- Completed bookings will generate an automatic 'booking/payment confirmation sent to you via email.
- If you do not receive the confirmation email within an hour of your booking/payment, contact Conscious Kids at holidays@consciouskids.co.nz, as your booking may not be completed.

Changing/cancelling bookings impacts our staffing rosters, safety ratios (adult: children), available resources and payment gateway fees, therefore:

CHANGE REQUESTS FOR BOOKINGS

- Requests to transfer or change bookings up to 6 weeks before the commencement of the Holiday Season may be accommodated, subject to availability. A \$15 administration fee, inclusive of GST, will be applied per booking.
- For change requests made within 6 weeks of the start of or during the Holiday Season, acceptance is contingent upon availability, and a \$30 administration fee, inclusive of GST, will be charged per booking.
- To initiate a booking change or transfer, written requests must be submitted to our team at holidys@consciouskids.co.nz at least 2 working days (8 am - 5 pm) before the session starts. For example, if your session is scheduled for a Monday, the notice must be received no later than 8 am on the preceding Thursday.
- Upon confirmation of availability and acceptance of the request, the administration fee must be paid within 2 hours. Booking changes or transfers will not be processed until payment is received. Instructions on how to submit the administration fee will be provided in the acceptance email.
- Please note that booking changes or transfers to upcoming holiday seasons are not permitted.
 Cancellation and absence policies may apply.

IMPORTANT: If the correct notice and payment are not received in the terms above, Change or transfer will not be processed. Please note, that onsite staff are unable to authorise changes, credits, or refunds.

CANCELLATIONS / ABSENCES

- Cancelling a booking more than 7 days before the start of the holiday season, you will receive a full refund LESS \$30 administration fee.
- Cancel a Booking between 7 and 3 days before the start of the holiday season, you will receive 80% refund LESS \$30 administration fee.



- For the cancellations above, the request must be received by our team in writing to holidys@consciouskids.co.nz
- If a booking is cancelled 48 hours or less, before the start of the holiday season or there is a failure to attend NO REFUND will be given, and the FULL daily rate will be charged.
- If the activity is cancelled by Conscious Kids, a FULL REFUND. Conscious Kids will do their best to inform you in good time of any cancellation.
- If it is necessary to exclude a child from a session and/or further participation in our programmes, due to bad and/or disruptive behaviour, or if the child refuses to continue in the programme, you will be promptly notified, and the child needs to be picked up immediately. No refund will be provided for that session and, in case of multiple bookings, a refund will be organized at Conscious Kids' discretion.
- Refunds will be processed by the end of the holiday Session.

SICK CHILD / ILLNESS

- Fail to attend the session due to illness, injury, or isolation of the child, then a refund will be applied LESS \$20.00 administration fee per child/day, upon evidence of a medical certificate.
- Refunds will be processed by the end of the holiday Session.

WELFARE AND SAFETY

- The safety, well-being, and happiness of all children are of paramount importance to us.
- In the event of illness or injury to your child, we will contact you and medical authorities promptly, and all
 appropriate steps will be taken to ensure the child's wellbeing. Any medical costs will be your
 responsibility.
- Rules for all Activities are made known to you before the commencement of the Programme. All care will be taken to provide supervision of each child attending each Programme following those Rules.
- Children should be dressed appropriately for the Programme, and for some activities, several changes of clothes are compulsory.
- Each child should have a full drink bottle, packed lunch, and snacks.
- Please note, that it is your responsibility to pick up your child as soon as the Programme ends, so please do not be late. Parents will be charged \$15 for every 30 minutes after 3.15 pm.

LIMIT OF LIABILITY

There is an element of risk in some activities, and by enrolling a child in the Programme, you are deemed to have accepted those risks on behalf of that child. You should make yourself familiar with those risks before you make a booking for a Conscious Kids Programme.

Conscious Kids will take all reasonable care of your child and his/her property during their participation in the Programme but will not be responsible for any injury to the child or loss of or damage to a child's property.



CHILDREN WITH SPECIAL NEEDS

Conscious Kids will endeavour to ensure that all children will benefit from being at the programme, provided the individual child's needs can be catered for without negatively affecting the experience or safety of the other children and staff.

Conscious Kids Team is not specialized in aid support workers and so we reserve the right to manage enrolments in a way that ensures the safety and wellbeing of children and staff, this may include, but is not limited to:

1. Assessment Process

- 2. The requirement that children with special needs attend the sessions under 1:1 supervision and, any cost of which will be in addition to the booking fee.
- 3. The decline in child enrolment due to group dynamics, ratios and/or the number of children with additional needs attending the same day and location.

Assessment Process

a. <u>Initial Assessment</u>

Conscious Kids will require full disclosure of information about the child's requirements, including medication, diet, and supervision must be obtained from the parents two weeks prior to the start of the holiday season.

b. Onsite Assessment / Trial Day

Children's needs will be assessed daily in a non-discriminatory way. When concerns are identified regarding individual needs, a meeting or call with parents will be arranged. If the child requires further special aids e.g., modified facilities, extra staffing or staff training the Supervisor will consult with the Programme Director who will make the final decision.

c. Programme Continuance

All incidents regarding safety issues and unacceptable social behaviour of all children will be documented in an Incident Report and shared with parents on the same day. IMPORTANT - Parents MUST be available on call to organize an immediate collection of their child if complex issues arise. Any final decision on a child continuing in the programme rests with the Programme Director.

d. Multiple Bookings

Multiple bookings will be acceptable only to secure spaces. If a child's needs cannot be catered to within Conscious Kids resources and safety procedures and the discontinuation of the programme is advised by Directors a refund will be made for multiple bookings, less \$30 of administration fee.

e. 1:1 Supervision Cost

If after the assessment process, 1:1 supervision is determined and agreed upon, a daily rate of \$180 will be charged on top of the Holiday Programme fee.

PRIVACY ACT 2020

We will only collect information to be used to establish and maintain appropriate records required to perform our obligations under a contractual relationship with you and to comply with our legal obligations



as a service provider. Information collected will be managed under the Privacy Act 2020, the Vulnerable Children's Act 2014, The Children, Young Persons and their Families 1989, and other relevant legislations.

The Ministry of Social Development may access information collected by Conscious Kids, relevant Government departments and other Audit organisations. Held information will be available to you at any time and you will be allowed to correct it under the Privacy Act. You may also request a copy of Conscious Kids Privacy Policy by contacting our administrative team at info@consciouskids.co.nz or by downloading it from our website.

PHOTO POLICY

We reserve the right to take photos of activities and children participating in those activities for promotional and publicity purposes. By enrolling a child in a course, you give your consent for photos to be taken of that child. If you do not want photos of the enrolled child to be taken or used for promotional purposes, you must state this in writing to Conscious Kids – info@consciouskids.co.nz.

DISCLAIMER

I give consent for my child to participate in the programme activities. I understand that there are risks associated with my child/ren participating and I accept that, to the extent permitted by law, the programme management and staff will not be liable for accidental injuries (and any associated losses) which can occur, especially when children are involved in active play. To minimise the risk of accidents, the programme has safety procedures, including rules and boundaries for children's behaviour, that will be consistently applied. While extensive risk management procedures have been put in place, Conscious Kids firmly believes that the benefits associated with some risk-taking activities far outweigh the risks so children will be allowed to climb trees¹, use loose materials for building, explore areas with water, swim², and play physical games such as full tackle bullrush. Please note NO activity will be compulsory and children will need to give their verbal consent that they wish to take part.

Conscious Kids Ltd reserves the right to cancel or withdraw any child from any activity where the terms and conditions have not been complied with or for safety reasons. I understand this philosophy and give consent for my child/ren to take part.

¹ Up to 3 meters without parent consultation and written consent

² Where available and within parent-defined ability level