

## Terms & Conditions – Weekly Sessions

### AGREEMENT

This Agreement ("The Agreement") is entered into as of the date this form has been submitted ("Effective Date"), between you, herein referred to as the "Client" (name listed below), and Wonder Seekers Sensory Play (ABN 18 391 344 758), herein referred to as the "Provider." This Agreement represents the entire understanding and agreement between the Client and the Provider and supersedes all prior negotiations, discussions, or agreements, whether oral or written.

By booking a session or event with Wonder Seekers Sensory Play, you are acknowledging and agreeing to comply with the Terms & Conditions set forth in this Agreement. Please read these Terms & Conditions carefully before proceeding with your booking. If you do not agree with these terms, please do not proceed with your booking.

This Agreement outlines the terms and conditions under which the Provider will deliver sensory play sessions and services to the Client.

### SERVICES PROVIDED

The provider agrees to organise and facilitate a sensory/ messy play sessions as required. The services being provided include planning & organising the activities, setting up, cleaning up, and providing the use of play materials as required. The session will run for 1 hour at which time, the provider will commence cleaning up.

### OUR CREDENTIALS

Wonder Seekers Sensory Play is insured for Public Liability and Professional Indemnity and the owner (Jessica Fernandez) holds a current Working with Children Card (blue card) as well as First Aid and CPR qualifications.

### FEES & PAYMENTS

Wonder Seekers Sensory Play may increase session fees to reflect cost increases beyond our reasonable control, including but not limited to insurance premiums, materials, permits, taxes, and labour. All amounts stated in this document are in Australian dollars unless agreed to in writing.

Payment is required in full upon booking tickets to a Wonder Seekers Sensory Play event, accepted through the third-party booking service (Acuity Scheduling). The booking price includes any fees or charges.

Session fees are exclusive of GST.

We offer a range of payment options to suit the varying needs of our clients, including casual passes, 4-session passes and an Exclusive Play Membership. Further details regarding these options will be provided below.

#### Casual Pass

This pass offers flexibility for parents, allowing you to join our sensory play sessions whenever it suits you, without any long-term commitment.

#### 4-Session Passes

- The 4-session pass must be used within the same term of purchase. After this time, they cannot be used or extended, unless otherwise agreed to in writing by Wonder Seekers Sensory Play.
- Vouchers cannot be exchanged for cash.
- Vouchers are non-transferable and may only be used by the individual to whom they were issued unless otherwise agreed to in writing by Wonder Seekers Sensory Play

- A unique code will be emailed to you upon purchase to use at the checkout. Please allow up to 24 hours to receive this unique code.
- Vouchers can only be redeemed for the specific service or product for which they were issued.
- The unique voucher code must be mentioned or presented at the time of booking. We are not able to amend your booking.
- Wonder Seekers Sensory Play retains the right to modify the terms and conditions of the vouchers at any time.
- If the cost of the service or product exceeds the value of the voucher, the customer must pay the difference.
- Vouchers are not valid in conjunction with any other offer or discount.
- Wonder Seekers Sensory Play is not responsible if a voucher is used without the permission of the voucher holder.
- Redemption of the voucher is subject to the availability of the service or product.
- Vouchers are not refundable in whole or in part, for any reason.
- Sibling tickets are available at a discounted rate. No additional discounts will be provided on the 4-Session Passes.

## **SESSION DETAILS**

The weekly program is designed for children aged 6 months - 5 years old, with a limited number of attendees. While we warmly welcome children of all ages, we request you to consider the safety and comfort of our younger attendees when planning to bring older children. Pre-bookings are essential for each session. Activities will be provided and will include (but not be limited to) messy play, sensory experiences, arts & crafts, dance, music and small world/ pretend play activities.

Our sessions will begin promptly at the scheduled start time and will run for a duration of 60 minutes. Any extension of this time will only be possible upon the agreement of the Wonder Seekers Sensory Play host. We kindly request your cooperation in waiting until the session's official start time, as this allows our host to adequately prepare each activity for your child's enjoyment.

## **SUPERVISION & SAFETY**

It is a requirement of our insurance policy that we be in attendance at the event, however, parent/ caregiver supervision is still required to participate in our activities, especially when engaging with small loose parts and water play. Children must not be left unattended, and parents are accountable for their actions. All materials are intended for use under consistent parent/carer supervision.

The Provider will take all necessary precautions to ensure a safe play environment, however, the Client acknowledges that sensory play activities may include items that can cause falls, slips or allergic reactions. It is the responsibility of the Client to advise the Provider of any allergies prior to the party. Parents of the children with the allergy bear full responsibility if an allergic reaction was to occur. Wonder Seekers Sensory Play is not responsible for any injuries that may occur, and personal injury claims should be addressed through your personal insurance.

## **PARTICIPATION GUIDELINES & LIABILITY INFORMATION**

Participation in our sensory play sessions requires a parent or guardian to be present at all times. This supervision ensures the safety of your child and enhances the bonding experience. Our sessions are designed to be interactive and enjoyable for both children and their caregivers.

While we meticulously design and arrange our sensory play materials to ensure safety, it's essential to understand that 'Wonder Seekers Sensory Play' cannot be held liable for any accidents or injuries that occur during the session. However, we have taken all necessary precautions and follow stringent health and safety regulations.

Please ensure that your child does not ingest any of the materials used during the play sessions. Although our materials are non-toxic, they are not meant for consumption. If your child has allergies, please inform us in advance so we can make necessary adjustments.

In the unlikely event of any damage caused by your child to our equipment or premises, the parent or guardian will be held responsible for repair or replacement costs.

### **ALLERGIES/ ANAPHYLAXIS AWARENESS & RESPONSIBILITY**

Wonder Seekers Sensory Play cannot guarantee an allergy-free environment, as various food bases are used in our sensory experiences. Although we avoid using products containing nuts, soy, dairy, or eggs, some items may have allergy labels indicating potential traces of these allergens.

We kindly request you to share any information related to allergies or anaphylaxis prior to your session. We assure you that we'll make every effort to accommodate these needs. However, please understand that immediate accommodations may not always be feasible, particularly with short notice.

Ensure you bring any necessary allergy medication for your child. Wonder Seekers Sensory Play is not responsible for any allergic reactions resulting from participation in our activities.

You must not attend a Wonder Seekers Sensory Play session if you or your child are unwell or have tested positive for COVID-19 or any other illness.

### **LOCATION/ WET WEATHER/ HOT WEATHER**

Session locations may vary, and the address will be provided in an email to you.

We aim to secure semi-shaded locations but do not provide shade covers or fixed structures. Parents are responsible for ensuring their children wear protective clothing, sunscreen, and hats for sun protection. Sun safety remains your responsibility as a parent/carer.

In the event of wet weather, we will attempt to secure an indoor location; however, if this is not possible, we will contact you to reschedule the session. In the event of a heat wave, unfavourable hot weather, or weather that is deemed by Wonder Seekers Sensory Play to be unacceptable, session times, locations, and dates may be changed, with written notice to attendees, to ensure the comfort and safety of all those in attendance.

Please note that a refund will not be given under these circumstances if an attendee is no longer able to attend the updated time and location. We may, however, be able to reschedule your session to another time that is mutually convenient.

### **FORCE MAJEURE**

Should Wonder Seekers Sensory Play be obstructed from fulfilling its commitments pertaining to our weekly sessions due to unforeseen circumstances beyond its control, such as, but not limited to natural disasters, war, strikes, lock-outs, floods, pandemics, or government restrictions, or any other form of 'Force Majeure', it shall not be held in violation of our agreement.

During such disruptive events, the obligations of Wonder Seekers Sensory Play towards its weekly sessions will be temporarily postponed. Wonder Seekers Sensory Play will make a reasonable effort to inform the parents about the occurrence of such an event, its potential duration, and will aim to resume its commitments as quickly as possible once the disruptive cause has been resolved.

If the 'Force Majeure' extends beyond a period of 30 days, either party has the right to terminate this agreement with no financial liability, apart from a refund for any prepaid but unattended sessions.

This clause does not exempt any obligation for payment for sessions that have already been attended.

### **CANCELLATION & REFUNDS POLICY**

According to Australian Consumer Law, refunds or replacements for change of mind or illness are not required and will not be given due to the costs associated with each session. If you are no longer able to attend, please provide written notification at least 24 hours before the session, otherwise you forfeit your ability to reschedule your session. We understand that life happens and children fall unwell without warning, so Wonder Seekers Sensory Play will be happy for you to transfer your ticket to a friend or reschedule for a mutually convenient session.

Email wonderseekerssp@gmail.com for changes to your booking information.

Wonder Seekers Sensory Play may cancel a session if there are fewer than 4 attendees or due to our own illness, injury, or unforeseen circumstances, and you will be notified promptly and offered appropriate options. We reserve the right to cancel any service without refund or compensation due to abnormal weather, road closures, emergencies, or other exceptional unforeseen circumstances.

Venue changes or cancellations will be announced on our social media platforms (Facebook and Instagram).

It is your responsibility to regularly check these platforms, as updates will be provided by 7am on the day of the session/event.

### **LATE ARRIVALS**

If you arrive late to your booked session, you will be charged for the full duration of the session, as per the scheduled start and end times. No compensation will be provided for the time missed due to your late arrival.

### **MEDIA/ PHOTOGRAPHY/ SOCIAL MEDIA**

With your consent, we may take photos, short videos, or conduct live media during sessions for use on our website or social media accounts (Facebook & Instagram). If you prefer not to have your or your child's picture taken, please inform us when booking your ticket or in person. Please respect the preferences of other parents/carers and only capture photographs and videos of your own child/children.

### **COMPETITIONS/ GIVEAWAYS**

- The promoter of this competition is Wonder Seekers Sensory Play (hereafter "the Promoter")
- This competition is in no way sponsored, endorsed, administered by, or associated with any other company or social media platform.
- The prize(s) are as stated and are non-negotiable, non-transferable, and cannot be exchanged or redeemed for cash or any other form of compensation.
- In the event of unforeseen circumstances, the Promoter reserves the right to replace the entire prize or part(s) of the prize with alternatives of equal or greater value.
- The Promoter reserves the right to disqualify any entrant it believes not to be participating within the spirit of the competition or suspects of participating in any unfair or unjust behaviour. The Promoter reserves the right to use its absolute discretion in these matters.
- The Promoter reserves the right to amend or cancel this competition at any time without prior notice. Any changes will be posted within the competition information on the Promoter's website or social media platforms.
- By entering this competition, participants agree to be bound by these terms and conditions, and by any other requirements set out in the promotional material.
- Please note that your statutory rights are not affected.

## **PHOTOGRAPHY & MARKETING**

The Provider may take photographs and short videos prior, during and after the event for marketing and promotional purposes. Images and videos will be used on social media accounts and the Provider's website.

With your consent, we may take photos, short videos, or conduct live media during sessions for use on our website or social media accounts (Facebook & Instagram). If you prefer not to have your or your child's picture taken, please inform us when booking your ticket or in person. Please respect the preferences of other parents/carers and only capture photographs and videos of your own child/children.

## **PRIVACY POLICY & ACKNOWLEDGEMENT**

You acknowledge and agree that any information collected as part of this form will be handled and protected in accordance with our Privacy Policy, which can be found on our website. Your privacy is of utmost importance to us, and we are committed to ensuring the safety and confidentiality of your information.

## **UPDATES & AMENDMENTS**

Wonder Seekers Sensory Play reserves the right to review and amend this agreement as required and publish the amended version on our website. We recommend you check our site regularly to ensure you are aware of our current Terms and Conditions.