

Nature Warriors Booking Terms & Conditions

The following terms and conditions (“**the Terms**”) govern the relationship between you (“**the Customer**”, “You”, “Your”) and Nature Warriors Pty Ltd ACN 660 170 712 (“**Nature Warriors**”) with respect to the provision of playgroup services for your child. In booking your child into any Nature Warriors program, you are deemed to have read and agreed to be bound by the Terms.

Bookings

Bookings for Nature Warriors programs can be made at www.naturewarriors.com.au. Full payment must be made at the time of booking via Credit or Debit Card details.

Bookings for both Little Warriors Playgroup and Warrior Kindy are on both a term-by-term and casual session-by-session basis.

Should you wish to explore whether Nature Warriors is suitable for your child, you are welcome to attend one of our casual sessions.

Waitlist

Nature Warriors maintains a waiting list in the event of full sessions. Customers wishing to join the waiting list for a full session must email your name, child’s age and contact details to hello@naturewarriors.com.au.

Age

1. **Little Warriors Playgroup**- Sessions are most suitable for birth to 6 years old. The broad age ranges for playgroup programs enable children to develop a sense of community. Age limits are set with consideration of activities provided, length of sessions and supervision requirements.
2. **Warrior Kindy** – Program is tailored to pre-school age children between 3 -6 years old.

Behaviour and Supervision

1. Guardians are responsible for the supervision of their child at all times. Children must always abide by the instructions of Nature Warriors staff, or your child may be removed from participating in the activity or services being provided Nature Warriors. This is to ensure safety and enjoyment for all participants engaged in the recreational activities and other services provided by Nature Warriors. Bullying will not be tolerated.

Communication

Communication between Nature Warriors and Customers will generally be via email using the email address provided by the Customer at the time of booking.

In future we may provide drop-off sessions. If so, we will communicate with you on the day via SMS with the number you have provided.

The reasons Nature Warriors may contact you include:

- Injuries – if a child is injured in any way it is imperative a parent is contacted immediately.
- Bathroom Incidents – in the case that a younger child has a bathroom accident it may be necessary to phone a parent and ask them to bring a clean set of clothes. In

these cases Nature Warriors staff will endeavour to ensure the child is supported, does not feel embarrassed and the situation is handled professionally.

- Behavioural Issues – for the welfare and enjoyment of staff and the other children. If a child has been repeatedly spoken to for poor behaviour, Nature Warriors staff will endeavour to contact the parent, explaining the behaviour is not to the standard expected at Nature Warriors and asking them to collect their child. Any refund of any monies paid, or a partial refund for the time remaining is solely at the discretion of Nature Warriors.

Weather & Clothing

Nature Play sessions will operate in most weather. As the saying goes, 'There is no such thing as bad weather, just bad clothing.'

It is essential that Customers ensure that their children are adequately clothed for the day's weather and the nature of their activities. This includes but is not limited to: hats and long-sleeved clothing in summer, warm clothing in winter and closed shoes when working with tools or exploring new terrain. Should any child be insufficiently clothed for a particular activity or weather, they may be asked to sit out for their own protection.

In the case of extreme weather or other dangerous situations, Customers will be contacted on the morning of the session via text message and a credit will be provided for that session. If a session needs to end due to extreme weather during the session, a credit cannot be given due to staff and resources already being allocated.

Cancellation Policy

If your child is sick or there is a family emergency, please notify Nature Warriors as soon as you can. Customers who are able to provide 24 hours' notice will be provided a gift voucher of equal value that you can use for any future events.

Where circumstances require the cancellation of a Term booking, Customers are required to notify Nature Warriors in writing by email to hello@naturewarriors.com.au. Cancellations received 5 or more business days before the start of the relevant term will receive a full refund. Cancellations with less than 5 business days' notice will be charged at the full rate.

If a Customer's child misses a Session due to sickness, family commitment or otherwise, no make-up session, credit or refund will be provided. If a Customer chooses to withdraw their child from a session before the completion of the term program, no refunds, credits or transfers will be provided.

Parental Waiver and Consent

By completing the booking, the Customer confirms their full consent and approval for their child to participate in the Nature Warriors program. Further, the Customer:

1. Warrants that they have lawful authority and/or parental responsibility for the child and all details on the booking a true and correct, including all medical conditions, allergies and sensitivities, and to keep Nature Warriors updated with any changes in these details;
2. understands and acknowledges that while Nature Warriors warrants that it will at all times and to the best of its ability use all reasonable care in respect of their child, there are certain risks of injury inherent in nature play, and other related activities incidental to their child's participation, that Nature Warriors cannot guarantee the wellbeing of their child at all times, and the Customer assumes these risks on behalf of their child;

3. certifies that their child is healthy and has no physical or neuro-diverse disabilities or infirmities that would restrict full participation in these activities (except as disclosed in the booking) and is fully capable of participating in the Nature Warriors program;
4. authorises Nature Warriors staff to take any action they consider necessary, appropriate or in the best interests of the child in the circumstances to protect their child, staff and other participants; and
5. acknowledge that, to the maximum extent permitted by law, Nature Warriors excludes all liability for any costs, expenses, losses and damages suffered by the Customer or their child, whether that liability arise in contract, tort (including Nature Warriors negligence) or under statute in connection with its provision of Nature Warriors programs. Without limitation, Nature Warriors will in no circumstances be liability for any indirect or consequential losses and the Customer waives, release and hold harmless Nature Warriors, its Facilitators, staff, and representatives for any liability or injury that may be suffered by them or their child in the normal course of participation in the program and the activities incidental thereto.

Nature Warriors excludes all implied conditions and warranties from these Terms except any condition or warranty (such as conditions and warranties implied by legislation) which cannot, by law, be excluded.

Nature Warriors liability in respect of the services provided is limited to:

- 1) supplying the session again; or
- 2) a refund of the cost of the session paid by the Customer.

If any part of these Terms is found to be void, voidable, or unenforceable, that part shall be struck out without affecting the enforceability or validity of the remaining parts.