

Sensory Play Sessions

with Anna from Play Learn Flourish

1. Terms and Conditions

1.1 These are the terms and conditions on which Anna Bartlett ABN 751 534 655 32 will carry out work for you. In making a booking for our playgroup, you are accepting these Terms and Conditions.

1.2 We/us are "Anna Bartlett" from Play Learn Flourish.

1.3 You can contact us via email at playlearnflourish@gmail.com.

2. Our commitment to you

2.1 We operate as a small business, your bookings will be dealt with through Eventbrite.

2.2 Our acceptance of your booking will take place once you receive a confirmation email, with your tickets attached, from Eventbrite.

2.3 If we are unable to accept your order will inform you as to why we cannot fulfill your request and you will be notified within 48hours via email.

2.4 If a booking is requested to change more than twice in a quarter we will be unable to accommodate further changes for the rest of the quarter. The nature of our classes are limited and we like to accommodate all as best we can.

3. Our Services

3.1 Anna Bartlett shall provide the Services on the booked dates and times.

3.2 You acknowledge that classes run include taste-safe food-based products, artificial food colouring, small pieces and loose parts. Wherever possible, we will use high grade food-safe ingredients and dye.

3.3 Experiences vary from session to session meaning that the activities that you see online or via our social media accounts may vary slightly in appearance or theme.

3.4 By attending our session, you agree that both you and any child under your care and supervision are able to take part in our classes, and that it would not be harmful to either you or your child's health, safety, comfort or physical condition to do so. PLEASE NOTE: We will not be liable for any loss, injury or damage suffered where you do not tell us about a medical condition, or you or the child do an activity which you are aware (or should have been aware), would or might be, detrimental to you or the child.

3.5 You and any child use our services at your own risk. You and any child that you are responsible for when attending our sessions/events come at your own risk and you are responsible for supervising any child in your care at all times. As long as we have provided the services with skill and care, we will not be liable to you for any loss, damage or injury suffered by you or a child for whom you are responsible for as a result of you not following the Terms and Conditions outlined on this page or following the instructions provided at our session.

3.6 You shall not allow your child/children to attend if they are unwell. You must not bring your child to a session in the following circumstances;

3.6.1 If they have had a fever or cough within 48hours prior to our session.

3.6.2 They have had an upset tummy or diarrhea in the 48hours prior to our session.

3.6.3 They have heavy nasal discharge.

3.6.4 They have discharging eyes; or

3.6.5 They have symptoms of a possible communicable disease, including but not limited to; Covid-19, measles, Chicken pox, German Measles, Whooping Cough, Impetigo (school sores), Scarlet Fever, Hand, Foot and Mouth disease or Norovirus.

3.7 You must comply with our policies and procedures.

4. Fees

4.1 Fees are payable at the time of booking.

4.2 If you are booking multiple classes at one time, the Fees for every class booked will be payable at the time of booking.

4.3 Any discount to the Fees is offered in good faith only and we reserve the right

to amend or stop offering the discount at any time.

4.4 No refunds will be provided for change of mind.

5. Rescheduling, cancellation and no-show policy

5.1 If you or your child is unwell, we ask that you do not attend your booking.

5.2 Your booking may be rescheduled or cancelled at no additional cost, provided that you give at least 24 hours' notice prior to the start time of the booking.

5.3 If less than 24 hours' notice is given, or if you don't provide any notice, we reserve the right to retain the full Fees for that booking. Fees will be refunded on a case by case basis determined solely by Anna Bartlett.

5.4 In the case of rescheduling, new booking times are subject to availability. We will use its best endeavours to reschedule your booking to a time that suits you.

5.5 If you are late to your booking and begin later than the scheduled start time, no extra time will be given and the booking will still end at the scheduled end time.

5.6 If Anna Bartlett is unable to attend an appointment due to illness or otherwise, we will contact you to reschedule your booking and you will not be charged any Fees.

5.7 We reserve the right to cancel any class that has less than 3 attendees. If a class is cancelled, a credit will be issued against your account, to be used for future classes.

6. Your obligations

6.1 We recommend that all participants wear old or inexpensive clothing, as the Services are messy and may result in stains to clothing. We do not take any responsibility for any damage to clothing or personal items as a result of the Services.

6.2 You must follow all reasonable directions and instructions relating to the health and safety of your, your children, and the other participants, including precautions taken for COVID-19.

6.3 You are welcome to take photographs of your children during the booking, however please do not

take any photographs of children that are not yours. You must comply with any direction from Anna Bartlett in relation to taking photographs or videos.

6.4 Children must wear appropriate clothing, including shoes if the child is walking, during the booking.

6.5 It is your responsibility to supervise all children in your care, at all times. We will not take any responsibility for supervising any child during the Services.

7. WARRANTY DISCLAIMER

7.1 We hereby give notice that our sessions are not an allergy free environment. We take no responsibility for any cross contamination of allergens that may occur.

7.2 We take no responsibility for any damage, loss or theft of any personal items.

7.3 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by legislation which cannot be lawfully excluded or limited. Such legislation includes the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances, each a non-excludable provision.

7.4 Subject to The Sensory Way's obligations under the non-excludable provisions, and to the fullest extent permissible by law, we expressly disclaims all warranties and representations of any kind with respect to the Services whether express, implied, statutory, or arising out of the course of performance, course of dealing or usage of trade including any warranties or merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.

8. Limitation of liability and warranty

8.1 To the fullest extent permissible by law, Anna Bartlett is not liable (whether in contract or tort) for:

(a) Faults or defects in any services or goods provided by third parties in connection with the Services; or

(b) Any indirect, special or consequential loss (including loss of profits, loss of revenue, replacement costs, goodwill or any similar damages) however arising, whether or not we knew of the possibility of such loss and whether or not such loss was foreseeable.

8.2 To the fullest extent permitted by law, the liability of Anna Bartlett for a breach of a non-excludable condition is limited to the supplying of the Services again or payment of the cost of having the Services supplied again.

9. Indemnity

9.1 You indemnify and hold harmless Anna Bartlett in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

(a) Any breach of these Terms and Conditions;

(b) Any of your negligent acts or omissions; and

(c) Your use of the Services, including any third-party claims made in connection with or arising out of your use of the Services, other than use in accordance with these Terms and Conditions.

9.2 This playgroup is registered with Playgroup SA. You understand that if you choose not to become a Playgroup SA member with the Family Enrolment Fee, you will not be covered for personal accident and injury insurance cover.

10. Confidentiality and Privacy

10.1 Each party agrees to keep confidential, and not to use or disclose except as permitted by these Terms and Conditions, any Confidential Information of the other party. This obligation of confidence extends to Confidential Information obtained by a party before these Terms and Conditions were in force.

10.2 Each party must take all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

10.3 From time to time, Anna Bartlett may take photographs or videos for marketing purposes. These photographs and videos will be posted to our social media platforms, and/or used in advertising. If you do not wish to take part in these photographs and videos, please advise Anna at the start of each booking.

10.4 Each party shall refrain from making negative comments about the other party, whether online or in person.

11. Dispute Resolution

11.1 The parties agree to attempt in good faith to resolve any dispute regarding these Terms and Conditions through negotiation with the assistance of an agreed mediator.

11.2 If the dispute or difference is not resolved to the satisfaction of the parties within 30 days, either party may request the matter to be heard by an arbitrator.

11.3 Arbitration shall be effected:

(a) By an arbitrator agreed upon in writing by the parties; or

(b) In the absence of such agreement, by an arbitrator appointed in accordance with the provisions of the law relating to arbitration in force in the State of South Australia; or

(c) By an arbitrator appointed by the National President for the time being of the Institute of Arbitrators Australia.

11.4 Anna Bartlett may pause the provision of the Services to conduct whatever investigations deemed appropriate and, within 30 days of the given written notice, seek to resolve the dispute.