

TERMS AND CONDITIONS FOR TODDLER KINDY GYMBAROO CONCORD, MARRICKVILLE AND STRATHFIELD

Terms and conditions are in place to provide a fair and consistent service to all enrolled families.

Receipt of your enrolment confirms your acceptance of all Terms and Conditions of enrolment with Kidology Pty Ltd.

Children are to be supervised at all times by the parent/care-giver.

Term fees must be received at the time of making a booking or placement cannot be reserved

Term Fee Refund/Deferment Policy

Fee Refunds:

Concord and Marrickville GYMBAROO does not offer refunds for fees paid. Upon paying fees for a term you have considered and committed to the GymbaROO program.

In extenuating circumstances an application for a refund may be applied for in writing however all refunds will incur an Administration Fee of \$30.

Refunds are calculated from the date the centre is informed of your intention to cancel, less the admin fee. If the notification is received the same day as your scheduled class that session is not include in the refund.

No refunds will be given for classes missed. Please refer to our Class Make Up Policy. Fees are non transferable to another child or family.

Fee Deferments:

An application for a deferment of fees may be applied for either in writing or by informing one of our staff. You have 3 terms following the deferred term to reactivate your fees, then fees will be forfeited. When fees are deferred, upon return to GymbaROO the current fee rate applies and you will be required to pay the difference between the rate you were on and the current rate if any.

Make Up Lesson Policy

Missed classes are available for children who have missed a session due to illness. Conditions apply and are subject to availability. Make up classes must be taken in the current term.

Make-Up classes cannot be carried over to the next term, and cannot be deducted from term fees.

Please advise staff on which day you wish to do your make up to confirm availability. Any booked makeup classes not attended will be forfeited.

If at management's discretion, a make-up class is awarded due to reasons other than an illness, a limit of two make up sessions will apply.

Sickness Policy

If your child is ill on their GymbaROO day it is best to stay home and book in for a make-up class.. Signs of infection include: fever, diarrhoea, vomiting, a cough with mucus secretions, a runny nose showing greenish nasal mucus (a clear runny nose is acceptable), a rash (other than nappy or heat rash), and green/yellow discharge from eyes or from a wound. 24 hours must pass between signs of illness and attending a GymbaROO class.

We reserve the right to refuse entry to class to any child who presents with a known infectious or contagious condition.

To avoid disappointment at being turned away please do not bring sick children to their session. They will do better at home recovering and we will accommodate them with a make-up class.

SIBLINGS

Only children enrolled can participate.

GymbaROO provides you with a special opportunity to be a part of the class with your enrolled child. Together you will have fun and learn and your child will treasure your undivided attention.

It is preferable not to bring siblings along. However, as this is not always practical, siblings are welcomed if they do not interfere with the normal class activities. As they are not insured, they are not allowed to go on the equipment, and they should be closely supervised at all times. We ask that young children be seated in strollers and older children sit to the side to observe.

Some parents prefer to ENROL both children in a class so they are covered by insurance and can both participate in the class. If you believe this may suit you, please call the centre to discuss.

Changes to scheduled classes

There may be unavoidable changes to the days and times of some scheduled classes due to unforeseen circumstances or to maintain class numbers and dynamics. We will do our best to keep classes together but unfortunately, we cannot always guarantee this. We will notify you of any changes and apologise for any inconvenience in the process.

Cancelled classes

In the event that unforeseen circumstances during the term leads to the cancellation of any classes, we will do our best to notify you ahead of your class. We must have current contact details to be able to reach you.

Video/Photographs

Due to privacy and intellectual property laws we can not allow videoing in our classes. Knowing how much we love to have treasured memories of our little ones at GymbaROO, photos only are permitted. These can only be taken after consultation with your teacher or assistant and cannot include photographs of any other children at the centre due to the current privacy laws.

FOOD FREE ZONE

At GymbaROO there are a number of children enrolled who have severe allergic reactions to a wide range of different food products. To make GymbaROO a safe environment for everyone we ask you not to bring any food or drink (except water) into our centres. If your child has eaten peanut butter or other nut products prior to their GymbaROO class, please wash their hands before starting their session – or preferably save these treats for after GymbaROO. Peanut and other allergies are life threatening and traces of these foods are easily transferred from your child's fingers or clothes to our equipment.

Personal Property

Kidology cannot be held responsible for personal property held on site. We endeavour to ensure that personal property is safe guarded but in the event of loss of personal property, Kidology cannot accept responsibility.

Your Responsibilities

Any additional children or siblings that are not enrolled but attending with an enrolled child are not covered by accident insurance unless they have paid the applicable sibling fee for insurance cover. Siblings are not allowed on the equipment at any time. We reserve the right to restrict sibling attendance if the caregiver is not able to adequately supervise both children.

Accident Insurance

You are required to supervise your child at all times and have responsibility for the care of your child while they are at the Concord, Marrickville and Strathfield Centre (Kidology Pty Ltd ABN 67109677312)). Both you and your child release and hold harmless the Centre and Toddler Kindy Gymparoo Pty Ltd ACN 066 166 141 and their servants agents and officers from and against any liability to either of you howsoever arising including without limiting the generality of the foregoing arising from or as a result of negligence. In no circumstances shall TKG or the Centre be liable for special or consequential damages. Without limiting the generality of the foregoing, in no circumstances shall the liability of TKG or the Centre for any cause or on any account exceed the sum of any fees paid by you or any other person on behalf of your child.

The TKG Privacy Policy detailing our handling of personal and sensitive information is available upon request. You may request access to information held about you or your child by contacting the TKG Privacy Officer. To facilitate both the operation of the TKG System and TKG Centres and the granting of franchises to other organisations to provide the same services, it may be necessary for us to disclose your personal and sensitive information to certain third parties, to enable them to undertake specified management, administration and advisory services. These third parties include TKG's licensed franchise operators; consultants we engage to assist customers; organisations involved in all accounting, auditing and due diligence enquiries by the franchisee or on behalf of the

franchisee relating to the setting up or maintenance of a franchise; organisations involved in a transfer or sale of all or part of the assets or business of TKG; organisations involved in managing our corporate risk and funding functions; general and specialist medical practitioners; our insurers; regulatory authorities, if required by law; and anyone else to whom you authorise us to disclose it.

TKG and the Centre would also like to keep you in touch with developments about our system, and newsletters about new classes or centres. You will be given the option to opt out by following a link within the mailout.

You acknowledge and agree to respect the privacy of other parents and children and the confidentiality of TKG and the Centre by not taking photographs, videos or other recordings in the TKG Centre without the prior consent of the other parents of children being photographed or videoed and the consent of the operator of the Centre. You acknowledge that you may be asked to agree to sign a more detailed agreement before that consent is provided.

You acknowledge that you have been provided with an opportunity to read the TKG Privacy Policy. You accept that the collection, use and disclosure of your personal or sensitive information is necessary for the purposes described in the TKG Privacy Policy. You understand that neither TKG nor the Centre will be able to provide you with their services without this consent and that by enrolling with Kidology Pty Ltd you accept their full terms and conditions.

Please note: These Terms and Conditions of Enrolment with Kidology are current as at July 2016 and may be amended or updated on occasion. Notification will appear on our website.