# simply homeschool

# Simply Homeschool Science and Surf Camp Terms and Conditions

21 January 2021

The following terms and conditions ("Terms and Conditions") apply to the sale of tickets ("Tickets") by Simply Homeschool Pty Ltd ("Simply Homeschool" ABN 46 642 504 943) to the Simply Homeschool Science and Surf Camp ("the Camp") held at NRMA Ocean Beach Holiday Resort ("the Venue"). By purchasing, having someone else purchase or being gifted a Ticket to the Camp or otherwise attending the Camp you agree to be bound by and follow the Terms and Conditions. Simply Homeschool reserves its right to vary the Terms and Conditions at any time and will contact attendees with such changes personally.

### **Refunds, Changes and Cancellations and Payment**

- 1. Where cancellations are received in writing to Simply Homeschool on or before 5:00pm (EST) Monday 8 March 2021 fees will be refunded less an AUD \$100 administrative charge.
- 2. Where cancellations are received after 5:00pm (EST) Monday 8 March 2021 fees will not be refunded, however, transfer of your registration to another person is acceptable provided they are a Full or Trial Member of Simply Homeschool.
- 3. Covid related Cancellations received in writing to Simply Homeschool before 5:00 pm (EST) Monday 22 March 2021 will be accepted and all fees refunded due to travel restrictions imposed by state or commonwealth governments impacting your ability to travel to the camp This includes those who are:
  - Restricted from travelling due to health and/or Government advice relating to COVID-19
  - Under Government direction to self-isolate
  - Awaiting the results of a COVID-19 test
  - Themselves, or have a family member, sick with COVID-19
  - Identified as close or casual contacts of a person who has a reported or suspected case of COVID-19 in the past 14 days
  - Have had flu-like symptoms in the last 72 hours
- 4. No refunds will be made for non-attendance at the Camp.
- 5. Simply Homeschool may cancel the Camp, for a reason outside their reasonable control, including without limitation, fire, poor weather conditions, drought, acts of God, rulings by council, the police or other authorities (a "Force Majeure Event"). Where the Camp is cancelled due to a Force Majeure Event, Simply Homeschool may provide refunds at its absolute discretion.
- 6. If you choose to pay in instalments Simply Homeschool will debit equal payments from the nominated credit card at the time of registration and on 4 February 2021, 18 February 2021 and 4 March 2021 depending on when purchase occurs. If the payment cannot be processed you will be contacted in regards to arranging an alternate payment method. Full payment must be made by a minimum of 10 days prior to the camp. If payment is not finalised by this date Simply Homeschool reserves the right to refuse entry to the Camp.
- 7. The amount of instalment payment will vary depending on the commencement date. As the full price must be paid by 4 March 2021, the earlier you purchase your ticket under the pay by instalment option, the less the amount of each instalment.
- 8. By opting to use the pay by instalment option to purchase your Ticket you authorise Simply Homeschool to arrange a transfer of funds from your nominated credit card in specified amounts and intervals.

### **Minors**

1. This is a family and all ages event. A parent or legal guardian ("Guardians") must accompany at all times any person under the age of 18 (a "Minor") who attends the Camp. If you bring a Minor, you are responsible for ensuring they follow the Terms and Conditions.

#### **Intellectual Property**

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1. The Camp and its original content, features, and functionality are and will remain the exclusive property of Simply Homeschool and its licensors.

## **Privacy**

- 1. In order for the camp to run it is necessary for campers to provide personal information, including personal information about minors. Simply Homeschool takes privacy seriously. We will at all times collect, store, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and our Privacy Policy. Our Privacy Policy can be found at <a href="https://simplyhomeschool.com.au/terms.html">https://simplyhomeschool.com.au/terms.html</a>.
- 2. You consent to be photographed and/or have visual images taken of you (or any Minors under your care) during activities, for use in Simply Homeschool publications, on the Simply Homeschool website, Facebook page, Instagram or for publicity purposes without acknowledgement and without being entitled to any remuneration or compensation. You understand that photographs/videos will not be used for biometric matching or identification. Simply Homeschool will not identify your name (or that of any Minors under your care) (or other details) in its use of any photographs/videos at any time. You will notify Simply Homeschool if you do not authorise them to take suitable photographs/videos of yourself or your child.
- 3. Simply Homeschool has partnered with NRMA Ocean Beach Holiday Resort, Make Science Fun, Take 3, and Central Coast Surf School to provide the Camp. Simply Homeschool has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Simply Homeschool shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

#### Risk

1. Entry to the Camp is at your own risk. You acknowledge that there are many inherent dangers of attending a nature camp which may result in loss or damage to your property, personal injury or even death and you agree to take all necessary steps to keep yourself (and any Minors under your care) safe. Where you (or a Minor under your care) are injured or falls ill at the Camp, you consent to Simply Homeschool arranging the necessary medical treatment and medical authorities exchanging personal and sensitive information with Simply Homeschool in order for Simply Homeschool to address risks and hazards at the Camp. Simply Homeschool does not accept any responsibility for loss or damage to your personal property.

# Waiver

 I understand that to attend the camp I must fill out and sign any Waivers for third party activities from Take 3, Central Coast Surf Camp and Make Science Fun. These will be provided to you.

#### **Indemnity**

1. I understand that whilst every precaution shall be taken to ensure good welfare and protection of myself and any Minors I bring to the Camp, Simply Homeschool, its members, staff or any person acting on behalf of Simply Homeschool are hereby released from any and all liability in the event of any accident or misfortune that may occur to myself or any minors I bring to the Camp or damage or loss to our property. In the case of a medical emergency, I hereby give permission to the doctor chosen by Simply Homeschool to secure proper treatment for and/or hospitalisation, injection, anaesthetic or surgery for myself or any Minor I bring to the Camp.

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2. Simply Homeschool reserves the right to refuse entry to the Camp to any attendee or Minor should they behave in an unacceptable manner (e.g. bullying, violence or abuse of any form). Simply Homeschool reserves the right to request any camper leave the camp should they behave in an unacceptable manner. No refund will be available when non-attendance or incomplete attendance is the result of unacceptable behaviour.

If you have any questions about these Terms, please contact us.