



simply homeschool

BOOKING TERMS AND CONDITIONS

By signing up to participate in our Classes, you agree to these Terms and Conditions and any other policies we publish or link to on our Website. These form an "Agreement" between you and your minor child ("the Client"/ "you"/ "your") and us, Simply Homeschool Pty Ltd [ABN 46642504943] ("we"/ "us"/ "our"). If you do not agree with any of these terms and conditions, your child cannot participate in our Classes.

MEDICAL WARNING

By undertaking any Classes, you acknowledge that you do so at your own risk and that we will not be liable for any Loss or Damage arising from or as a result of, or in connection with your undertaking of any such play program or following advice contained on our Website or given by us.

Our Class instructors and staff are not medically trained and are not qualified to assess whether your child is in the good physical condition and/or whether they can engage in any play without any detriment to their health, safety, comfort or Medical Conditions.

You must provide full details to our staff about your child's medical and health conditions, allergies and medications at drop off for precautionary purposes.

BOOKING AND FEES

Our Class fees and Class timetables are displayed on our Website. We reserve the right to change our fees and schedules from time to time, and these changes will be notified on our Website.

To sign up to participate in our Classes, you must register via our website and create an account with us. You must maintain the confidentiality of your password and login. You are solely responsible for all use of your login and password.

There are a set number of spaces in each Class. To book into Classes for a Term you must reserve a space by making the full payment. Bookings can be made online through our website.

PERSONAL INFORMATION

When you create an account and register for a class, you agree to provide us with your and your child's personal information including but not limited to name, age, medical or health conditions related information and any other information as required ("information"). You represent and warrant that:

- all information you provide is true, correct, current and up-to-date; and
- you will respond promptly to any of our requests for further information.

Your personal information collected by us will be dealt with in accordance with our Privacy Policy, a copy of which can be viewed in full [here](#).

PAYMENTS

Our Class Fees are payable upfront for the duration of the Term. Except as required by the Australian Consumer Law, no refunds are provided, even if your child does not attend. In the unlikely event the teacher is unavailable due to sickness or any other unforeseen event, the class will be rescheduled to another day and time, and it might lead to an extension of the Term. In any event, no credits or refunds are provided.



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CLASS SCHEDULES

Class schedules are subject to change or cancellation without prior notice. We are not liable in any way to provide you with a refund, credit, transfer or compensation of any kind for Classes that are not held in accordance with the Class schedule unless as provided by our cancellation policy.

CANCELLATION POLICY

You must notify your cancellation to us at least 1 week prior to the Term to receive a refund less our administrative fee. To the extent permitted by law all other refunds are at our sole discretion. We give you the option to transfer the Classes to another person, but this must be done by the second class of Term.

CONFIDENTIALITY

Our Classes could involve you or your children sharing personal, and private information (“Confidential Information”), or where others may share similar information.

You acknowledge and agree to:

- keep all information confidential, and not to disclose any information outside the group;
- be respectful of all participants at all times; and
- not to directly contact other participants unless you have their express consent.

Any further interactions with other participants are conducted at your sole risk.

We will not disclose any Confidential Information, except in accordance with our Privacy Policy. For more information on the circumstances where we disclose personal information, please see our [Privacy Policy](#).

HEALTH AND SAFETY

There are risks associated with attending our Classes in person. We have minimized these risks by complying with government recommendations. You acknowledge and agree that by participating in our Classes there is a risk of catching an infectious disease, including COVID-19 and participating is done at your sole risk. For the benefit of all participants, please do not attend a Class in person if you or your child is unwell or if you have any COVID related symptoms.

CONDUCT RULES AND YOUR OBLIGATIONS

You and your minor child are required to treat all persons and property at any Venue with all due care and respect. We reserve the right to refuse entry to or remove you from any Venue for breaching our Conduct Rules including any anti-social, intoxicated, disorderly, aggressive, offensive, inappropriate, discriminatory or dangerous behaviour that may threaten the safety or security of our clients, staff, any other persons, a Venue including infrastructure and equipment.

If you consider that someone is breaching the Conduct Rules, please notify our staff so that we can address the issue immediately.



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- Please arrive 10 minutes prior to your scheduled Class in order to minimise disruption during the Class.
- We strongly discourage you from departing the Class prior to the scheduled conclusion time as it is disruptive to the enjoyment of other participants.
- Your child is required to always wear appropriate attire for the Classes and must ensure that your child wears shoes.
- You may not at any time take photos or videos of the classes and the staff unless express permission by the staff or individuals involved.

PHYSICAL TOUCH

You acknowledge and agree that our instructors may use tactile cueing and adjustment methods or make physical contact with your child for correction purposes, particularly during PDHPE in order to ensure that the Classes are undertaken in accordance with Simply Homeschool Pty Ltd's best practice. If you do not wish your child to be touched, please notify us prior to any Classes.

PERSONAL BELONGINGS

We do not assume any responsibility to safeguard your personal belongings that you or your child bring into any Venue.

As such, we strongly recommend that you and your child:

- refrain from bringing any valuable personal belongings into our Venue such as mobile phones, jewellery, personal devices, wallets, handbags and purses;
- only bring personal belongings into our Venue that are absolutely necessary for you to possess for the duration of your visit; and
- store any personal belongings in the storage facilities provided for use for the duration of your visit.

AUSTRALIAN CONSUMER LAW

Our services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a service, you are entitled to: cancel your service contract with us and to a refund of the unused portion, or to compensation for its reduced value . You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

INTELLECTUAL PROPERTY

We own or have a license to use all Intellectual Property Rights in any Materials we may provide you throughout the Classes. You must not use any Materials for any purpose other than your sole personal use. You must not reproduce, duplicate, copy, sell, re-sell or exploit the Materials in any way. Any Materials we provide you must not be reproduced or resold without our prior written permission which will be given at our absolute discretion, and will be the subject of license fees.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from you or your child's attendance at our Venue or Classes including, but not limited to, any



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theft, unauthorised access or third-party interference. To the extent to which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the supply of equivalent services e.g., another opportunity to book Classes; or
- the refund of the payment made for the Class.

In any case, our liability to you will not exceed the amount actually paid by you to us for the last Term.

You acknowledge, agree and undertake to indemnify us and keep us at all times fully indemnified from and against any claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement, any conduct by you in participating in our Classes, and any third-party claims.

TERMINATION

We may, at our sole discretion and without prejudice to any of our rights, immediately terminate this Agreement where you breach any term or condition of this Agreement. If you are in breach of this Agreement, you will not be entitled to any refunds and any outstanding Fees become immediately due and payable.

FORCE MAJEURE

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent that our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

IF THERE IS A DISPUTE

You acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging will be the subject of compensation in any mediation or litigation claim. In the event of any dispute that cannot be resolved by mutual agreement, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

GOVERNING LAW AND OTHER MATTERS

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire Agreement between you and us and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between this Agreement and other terms and conditions on our Website, these Terms and Conditions will prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms and Conditions does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement will survive termination of this Agreement.

DEFINITIONS



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“Agreement” means these Terms and Conditions, our Website Terms of Use, Privacy Policy and any other policies we publish or link to on our Website.

“Australian Consumer Law” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“Claims” mean any claim, under the statute, tort, contract or negligence, any demand, award or costs.

“Classes” mean the face to face homeschool classes of Science, English and outdoor play conducted at Venues with or without parents, and can include where you participate in online classes.

“Fees” mean payment due from you for the Classes provided by us.

“Force Majeure Event” means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures.

“Intellectual Property Rights” means all trademark, copyright, design rights, patents, trade secrets, confidential information and all other intellectual property rights whether registered or unregistered.

“Loss and/or Damage” means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of enjoyment, loss of opportunity, loss of reputation or goodwill, loss or corruption of information or data, personal injury, death, property damage and legal costs.

“Materials” means any content, features and choreography of a Class, and all images, content, materials, data, and materials related to the Class.

“Medical Condition” means any type of illness, disease, injury, condition, disability, disorder, physical deformity or mental illness.

“Term” means the NSW public government school term.

“Venue” means Kariong Hall, national parks or any other the physical location(s) where the Classes are held.

“We, us, or our” means Simply Homeschool Pty Ltd [ABN 46642504943] and includes any of our directors, officers, employees, agents, partners and contractors.

“Website and Services” means www.simplyhomeschool.com.au and everything available on this Website including, but not limited to, products and services.