

Terms and Conditions

These are the Terms and Conditions on which Z.E Clout and G.K Smythe, ABN 43854415332, trading as **Little Sensory Learners** will carry out work for you. By making a booking with **Little Sensory Learners**, you are accepting these Terms and Conditions.

1. DEFINITIONS

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

1.2 Confidential Information of a party means any information regarding that party's personal information or individual circumstances which is: (a) by its nature confidential; (b) designated as confidential by that party at the time of disclosure; or (c) which the other party knows or ought to know is confidential.

Confidential information does not include information, documents, or materials that are common property, are required to be disclosed by law, or are available in the public domain otherwise than by a breach of these Terms and Conditions.

1.3 Fees means the amount payable for each class, event, or birthday party as determined at the time of booking.

1.4 Services means the provision of classes, events, or birthday parties for sensory and messy play intended for babies, infants, and young children.

1.5 You means the person who has made the booking, the parent or guardian of a child who is participating in the Services, or any other person attending a class, event, or birthday party held by **Little Sensory Learners**.

2. PROVISION OF SERVICES

2.1 Little Sensory Learners shall provide the Services on the booked dates and times.

2.2 You acknowledge that classes and parties run by **Little Sensory Learners** include taste-safe food-based products, artificial food colouring, small pieces, and loose parts. Wherever possible, **Little Sensory Learners** will use high-grade food-safe ingredients and dyes.

3. FEES AND PAYMENTS

3.1 Fees are payable at the time of booking for all individual sessions and classes.

3.2 If you are booking multiple sessions at one time, the Fees for every session booked will be payable at the time of booking.

3.3 Birthday Parties: (a) A 50% non-refundable deposit is required to confirm the booking. (b) The remaining balance is due one (1) week prior to the party date. (c) If you cancel a party with **more than 48 hours' notice**, a full credit will be provided for future use. (d) If you cancel a party **within 48 hours of the event**, no refund or credit will be provided due to supplies and materials already being catered for.

3.4 Any discount to the Fees is offered in good faith only, and **Little Sensory Learners** reserves the right to amend or stop offering the discount at any time.

3.5 Fees may be varied from time to time by **Little Sensory Learners** publishing the new Fees on their website or in their office. All Services provided after this notice is given will be subject to the new Fees.

3.6 No refunds will be provided for change of mind.

4. CANCELLATION AND RESCHEDULING POLICY

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

4.2 **Individual Sessions and Classes:** (a) If you cancel with **more than 12 hours' notice**, you will receive a full credit for another session. (b) If you cancel **within 12 hours of the session**, you will lose the full amount paid due to supplies and materials already being catered for.

4.3 In the case of rescheduling, new booking times are subject to availability. **Little Sensory Learners** will use its best endeavours to reschedule your booking to a time that suits you.

4.4 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.

4.5 If **Little Sensory Learners** is unable to attend a session due to illness or unforeseen circumstances, we will contact you to reschedule your booking, and you will not be charged any Fees.

4.6 **Little Sensory Learners** reserves the right to cancel any class that has fewer than 3 attendees. If we cancel a class, a full credit will be applied to your account for future use.

5. YOUR OBLIGATIONS

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

5.2 You must follow all reasonable directions and instructions of **Little Sensory Learners** relating to the health and safety of yourself, your children, and the other participants.

5.3 You must supervise all children in your care at all times. **Little Sensory Learners** is not responsible for supervising any child during classes, events, or parties.

5.4 Children must wear appropriate clothing, including shoes if the child is walking, during the Services.

5.5 It is your responsibility to inform **Little Sensory Learners** of any allergies or medical conditions of participating children prior to the session or party.

6. LIMITATION OF LIABILITY

6.1 **Little Sensory Learners** takes no responsibility for any harm, injury, or loss caused during sessions or parties. Supervision and care of children remain the sole responsibility of the parent, guardian, or host of the event.

6.2 While all precautions will be taken to ensure a safe environment, **Little Sensory Learners** is not liable for accidents, injuries, or allergic reactions that may occur during classes or events.

6.3 **Little Sensory Learners** does not provide an allergy-free environment, and participants attend at their own risk.

7. PHOTOGRAPHY AND MARKETING

7.1 You are welcome to take photographs of your children during the Services but must not photograph other children without the express permission of their parent or guardian.

7.2 From time to time, **Little Sensory Learners** may take photographs or videos for marketing purposes. These may be posted to our website, social media platforms, or used in advertising. If you do not wish to participate, please inform us at the start of the session.

8. GENERAL

8.1 These Terms and Conditions may be varied from time to time. Any updated Terms and Conditions will apply to Services commencing after the date they are published.

8.2 These Terms and Conditions are governed by the laws of [Your State] and each party submits to the jurisdiction of the Courts of [Your State].

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