



Bookings Terms and Conditions – Families

1. Mission Statement

Building resilience through connection by creating opportunities for children, families and teachers to learn within nature.

2. Vision

Through our programs, **Educated by Nature** (the Company) aims to increase the mental, emotional and physical health of children and in doing so, foster stewardship and a deep love for the natural environment.

- Building the personal resilience of children, families and teachers through interaction within nature and community.
- Safeguarding the health of our natural world, forming strong relationships through natural learning.
- Revitalising community through childhood play, meeting instinctive needs for connection and childhood freedom.

3. Policy Scope

This policy applies to:

- Staff (directors, permanent, temporary or casual employees)
- Program participants, including parents and guardians of minors

4. Policy Statement

Educated by Nature is a social enterprise with a mission to connect families and schools with nature in order to build individual, community and environmental resilience.

Educated by Nature is committed to providing an environment that is supportive for children, families and teachers to learn within nature and where mutual respect underpins all interactions. It is expected that all customers are treated with respect, dignity and fairness.

Educated by Nature endeavours to provide customers with an accessible bookings process.

This policy should be read in conjunction with **Educated by Nature's** Risk Management (OHS) Policy and other relevant documents and policies as specified at the conclusion of this document.

Educated by Nature believes in the child's right to play and ask children to take on responsibility for their play by respecting themselves, each other and the environment.

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5. Version Control

Version Number	Approval Date	Approved by	Amendment Details
1.0	December 2015	Directors	Created
1.1	November 2017	Directors	Updated
1.2	September 2018	Directors	Updated
1.3	November 2019	Directors	Updated
1.4	May 2020	Directors	Updated
1.5	November 2020	Directors	Updated
1.6	December 2021	Directors	Updated
1.7	June 2023	Trudi Bennett	Updated Wilderness Wanders
1.8	December 2023	Trudi Bennett	Updated program names



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6. Convention: Bookings

6.1. Family Programs

Bookings for **Educated by Nature** Family Programs - School Holiday Program (KIN Village and KIN Village Unplugged), Afterschool & Home-school Programs (KIN Afterschool, KIN Homeschool, Homeschool Incursions, KIN Wilderness Wanderers), and Adult Workshops (Professional Learning in person or online) can be made at www.educatedbynature.com at the corresponding programs' 'Book Now' links. These links redirect to a secure third party ticketing agent. Payment must be made at the time of booking.

Assistance with booking arrangements, including the issuing of an invoice, may be possible through writing to Educated by Nature for approval (admin@educatedbynature.com).

6.1.1. Waiting Lists

Educated by Nature may maintain a waiting list in the event of full sessions.

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7. Convention: Cancellations by a Family

7.1 KIN Village and KIN Village Unplugged - Cancellation of a booking

Where circumstances require the cancellation of a booking;

- Participants are required to notify **Educated by Nature** in writing (admin@educatedbynature.com) at least 4 business days before the commencement time of the session in order to transfer a booking. Bookings will only be transferred if there are spaces available in the same season (ie. same holiday period). Where a space is not available a gift certificate may be offered.
- Cancellation with less than 4 business days' notice will be charged at the full rate.
- In the event a participant misses a KIN Village or KIN Village Unplugged session due to sickness, a gift certificate to Educated by Nature programs will be offered on receipt of a medical certificate. Notification of illness and the medical certificate are to be emailed to admin@educatedbynature.com within 4 business days of the missed session.
- If a child is unable to adhere to the required play responsibilities then the child's parent/guardian will be contacted to arrange collection of their child prior to the conclusion of the program. Please be aware that no refunds are issued in this situation. See appendix for list of play responsibilities.
- Where a customer cancels due to Government restrictions for COVID-19 that are either not removed as expected, extended, imposed or reimposed, the customer will be offered a gift certificate (to be used at a later time), where such an offer is at the absolute discretion of Educated by Nature. Evidence of impact will be required within 4 business days and could include a medical certificate or flight itinerary. Educated by Nature reserves the right to withhold some monies to cover administrative expenses and other losses, dependent on when notice of cancellation is given by the customer.

7.2 KIN Afterschool, KIN Homeschool, Homeschool Incursions and KIN Wilderness Wanderers - Cancellation of a booking

Where circumstances require the cancellation of a booking;

- Participants are required to notify **Educated by Nature** in writing (admin@educatedbynature.com) at least 4 business days before the commencement time of the series in order to receive a gift certificate.
- Cancellation with less than 4 business days' notice will be charged at the full rate.

7.2.1 Missed Sessions - Illness, Appointments and Other Activities

In the event a participant misses a KIN Afterschool, KIN Homeschool, Homeschool Incursion or KIN Wilderness Wanderers session due to sickness, or otherwise (including restrictions from COVID-19), no make-up session, credit or refund will be offered.

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7.2.2 Withdrawing from Series

In the event that a participant chooses to leave a series before the completion of the term program, no refunds, credits or transfers will be given.

7.2.3 Behaviour

If a child is unable to adhere to the required play responsibilities then the child's parent/guardian will be contacted to arrange collection of their child prior to the conclusion of the program or series, please be aware that no refunds are issued in this situation. See appendix for list of play responsibilities.

7.3 Adult Workshops – Professional Learning

Where circumstances require the cancellation of a booking;

- Participants are required to notify **Educated by Nature** in writing (admin@educatedbynature.com) at least 4 business days before the commencement time of the session in order to receive a refund.
- Cancellation with less than 4 business days' notice will be charged at the full rate.
- In the event a participant misses a session, no refund will be provided.

7.4 Extenuating Circumstances

Educated by Nature acknowledges that in some instances extenuating circumstances may arise (i.e. severe illness). In these cases, and at the Director's discretion, a gift certificate or refund may be provided.

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8 Convention: Cancellations by Educated by Nature

8.1 Session Numbers

Educated by Nature's programs generally require a minimum of 14 participants to proceed. If a session requires cancellation due to lack of numbers, **Educated by Nature** will:

- Contact participants at least 3 business days prior to the session to notify of the cancellation or potential cancellation via email;
- Advise an alternative date or location to compensate for the cancellation;
- Where an appropriate alternative cannot be arranged for a replacement session, participants will be provided with a full refund.

Educated by Nature's online programs generally require a minimum of 4 participants to proceed. If a session requires cancellation due to lack of numbers, **Educated by Nature** will:

- Contact participants at least 1 hour prior to the session to notify of the cancellation or potential cancellation via email;
- Participants can choose to receive a transfer to a different date, a refund or to donate their fee to Educated by Nature.

8.2 Age Limits

Educated by Nature sets broad age ranges for family programs to develop a sense of community. Age limits are set with consideration of activities provided, length of sessions and supervision requirements.

In the case that a child younger than the specified age range is booked into a program, **Educated by Nature** will arrange a refund.

8.3 Weather

Educated by Nature sessions will operate in most weather. As the saying goes, *'There is no such thing as bad weather, just bad clothing.'*

8.3.1 KIN Village and KIN Village Unplugged

In the case of extreme weather (including but not limited to; extreme heat, high winds, lightning and/or hail) or other dangerous situations, **Educated by Nature** will:

- Contact participants on the morning of the session to notify of the cancellation via text message;
- Participants will be provided with a gift certificate code to use at a future session of the same program.

In the rare event that a program needs to be cancelled after the commencement of a session due to extreme weather, **Educated by Nature** will:

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- Communicate to participants during the session regarding the plan to seek shelter and the potential to cancel. Parents/guardians will be notified via Burst SMS when early pickup is required. No refunds will be provided.

8.3.2 KIN Afterschool, KIN Homeschool, Homeschool Incursions or KIN Wilderness Wanderers

In the case of extreme weather (including but not limited to; extreme heat, high winds, lightning and/or hail) or other dangerous situations, **Educated by Nature** will:

- Contact participants on the morning of the session to notify of the cancellation via text message;
- No refunds or make-up sessions will be provided

Due to KIN Afterschool, KIN Homeschool, Homeschool Incursions and KIN Wilderness Wanderers operating for a shorter period of time, **Educated by Nature** will endeavour to seek shelter rather than cancel the session as long as children's safety can be maintained. In the rare event that a program needs to be cancelled after the commencement of a session due to extreme weather, **Educated by Nature** will:

- Communicate to participants during the session regarding the plan to seek shelter and the potential to cancel. Parents/guardians will be notified via Burst SMS when early pickup is required. No refunds or make-up sessions will be provided.

8.4 Relocation

In some circumstances, **Educated by Nature** may choose to relocate family programs to a more suitable location. Where this occurs, **Educated by Nature** will notify participants on the morning of the session via text message.

8.5 COVID-19

Where Educated by Nature cancels due to Government restrictions for COVID-19 that are either not removed as expected, extended, imposed or reimposed, the customer will be contacted and offered a gift certificate (to be used at a later time), where such an offer is at the absolute discretion of Educated by Nature. Educated by Nature reserves the right to withhold some monies to cover administrative expenses and other losses.

9 Communication

Communication between parent and child during the course of the program should occur through the Lead Facilitator on the program mobile phone. This communication is for emergency and medical contact or change in pick up arrangements and the mobile phone number is provided in the Welcome Email. We discourage children from bringing mobile phones to our programs. Parents/guardians must inform **Educated by Nature** facilitators if their child has a mobile phone for medical purposes or otherwise.

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10 Related

10.1. Related Documents

- Governance Framework Policy
- Strategic Profile
- Weather Procedure
- Inclusion Policy

10.2. Authority

- *Australian Consumer Law*
<http://consumerlaw.gov.au/the-australian-consumer-law/legislation>

10.3. Resources

- Government of Western Australia, Department of Mines, Industry, Regulation and Safety
<https://www.commerce.wa.gov.au/consumer-protection/cancelling-supply-service>
- Australian Competition and Consumer Commission
<https://www.accc.gov.au/consumers/consumer-rights-guarantees/cancelling-a-service>
- Preventing unfairness in event ticketing terms – A guide for legal practitioners and consumer advocates
<https://www.commerce.wa.gov.au/sites/default/files/atoms/files/aclpreventingunfairnessineventticketingterms.pdf>

10.4. Appendix – Play Rights and Responsibilities

Educated by Nature believes in the child's right to play and ask children to take on responsibility for their play by respecting themselves, each other and the environment.

KIN Afterschool, KIN Homeschool, KIN Wilderness Wanderers, KIN Village and KIN Village Unplugged are drop and leave programs for 6 -11 year olds. Children attending these programs are required to have the capacity to take on the following responsibilities.

- Leave their parent/s or guardian/s at the drop off point and attend the session on their own (for children requiring support workers see Convention 8).
- Remain within the physical boundaries set by **Educated by Nature** facilitators.
- Follow **Educated by Nature** facilitator calls and directions.
- Respond to instructions to gather as a group to listen to safety briefings, instructions and discussions throughout the day (in English).
- Work alongside other children, sharing resources and ideas.
- Use strategies to deal with frustration or other negative emotions. Examples include speaking about how they feel, seeking help or removing themselves from the group but staying within the boundaries.
- Self-risk assess and participate in activities. Some activities are designed to comfort participants (ie. being in a hammock) and some may provide challenge (ie. using carpentry tools).



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It is the responsibility of the parent or guardian to assess whether their child has the capacity to take on the responsibilities at an **Educated by Nature** program. **Educated by Nature** facilitators will work together with the child, as much as practical, to assist with carrying out these play responsibilities.