Bookings Terms and Conditions – Organisations

1. Mission Statement

We create the spaces, physical, relational and systemic, where children, and the adults who shape their world, grow through real contact with nature, play and each other

Values

1 - We recognise Interdependence: We exist in relationship with, not control over.

2 - We Stay Curious: Curiosity is the spark that fuels learning.

3 - We Tend to Presencing: We attend to what's needed, and what's possible, right now.

2. Vision

Our vision is a world where nature's wisdom and children's authentic voices guide the creation of vibrant, connected communities.

3. Policy Scope

This policy applies to:

- staff involved in quoting, booking, administration and delivery
- schools, early childhood services, OSHC services, community organisations, government bodies, businesses and other organisations that contract Educated by Nature
- incursions, consultancy, mentoring, professional learning, workshops, presentations, conferences and other contracted services
- Perth metropolitan, regional Western Australian, interstate and international engagements

4. Policy Statement

Educated by Nature Pty Ltd (ABN 74 600 792 925), trading as Educated by Nature, operates as a social enterprise. We aim to establish clear, fair and commercially sustainable booking arrangements while working constructively with the organisations we serve.

Our cancellation and travel conditions are intended to recover reasonable committed costs and losses, not to create punitive windfalls. We will take reasonable steps to minimise loss and will not recover the same loss twice.

Nothing in this policy excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

5. Guiding Principles

When a booking, cancellation, refund or exception is being considered, Educated by Nature applies the following order:

1. **Legal entitlement first.** Any right or remedy required by law takes priority over this policy.
2. **Published cancellation policy second.** Where there is no legal entitlement to a remedy, the standard contractual terms below apply.
3. **Compassionate discretion third.** Where discretion is available, we consider genuine circumstances respectfully while protecting committed staffing, travel and delivery costs.

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6. 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	December 2025	Daniel Burton	Updated
2.0	10 October 2026	Daniel Burton	Comprehensive review: consumer law, payments, cancellations, rescheduling, committed travel costs and interstate/international work

Document status: Current. Approved 10 October 2026 by Daniel Burton.

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7. Quotations and Booking Confirmation

7.1 Quotations

Unless otherwise stated, a quotation is valid for 30 calendar days from its issue date. A quotation is based on the scope, dates, participant numbers, location, travel requirements and other information available when it is prepared.

7.2 When a booking becomes confirmed

A booking becomes confirmed when the organisation accepts the quotation and these Terms and Conditions in writing. Acceptance may be evidenced by signed acceptance, email confirmation, approved purchase order, payment of a required deposit or another agreed written method.

Educated by Nature is not required to hold proposed dates indefinitely before confirmation and may release unconfirmed dates after reasonable notice.

8. Fees, GST, Currency and Invoicing

8.1 Fees and GST

Fees will be set out in the quotation, proposal or agreement. GST, where applicable, will be identified on the relevant Xero quotation or invoice.

8.2 Currency

Australian engagements are quoted in Australian dollars unless otherwise stated. International engagements are also quoted in Australian dollars unless another currency is expressly agreed. Where third-party travel expenses are charged in a foreign currency, the actual Australian-dollar cost, including reasonable foreign exchange or card fees incurred, may be passed on where those costs form part of the agreed travel arrangements.

8.3 Invoicing and payment

Invoices are issued through Xero. Payment is due by the due date shown on the invoice. Unless different terms are agreed in writing, payment must be received no later than the commencement of the booked service.

Educated by Nature may require a booking deposit, payment of estimated travel costs in advance, staged payments for larger engagements or full payment in advance. Failure to pay an agreed deposit or travel invoice may delay confirmation or prevent travel bookings from being made.

Where an invoice remains overdue, Educated by Nature may pause further work or decline additional bookings after reasonable notice, subject to any written agreement and applicable law.

9. Changes to Scope

The organisation must notify Educated by Nature as soon as reasonably possible of proposed changes to participant numbers, program duration, number of sessions, venue, dates, times, travel requirements, accessibility requirements, presentation scope, resources or other significant delivery arrangements.

A material change may require a revised quotation. Educated by Nature will advise the organisation of any additional fee before incurring the additional cost, wherever reasonably practicable.

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10. Travel and Committed Travel Costs

10.1 Travel arrangements

This section applies where Educated by Nature must travel outside its usual local service area or incur material travel expenses to deliver an engagement. Travel arrangements may include airfares, accommodation, car hire, food allowance, ground transport, baggage, parking, visas or permits where applicable, reasonable booking or amendment fees, and other travel costs identified or approved in the quotation.

10.2 Travel and Booking Deposit

Before committing to flights, accommodation or other material travel expenses, Educated by Nature may issue a Travel and Booking Deposit invoice through Xero. Travel will not normally be booked until the required payment has been received. The deposit will be applied against the cost of the engagement and travel arrangements.

10.3 Committed Travel Costs

Committed Travel Costs are third-party travel expenses that Educated by Nature has reasonably incurred or committed to for a confirmed engagement and which cannot reasonably be cancelled, refunded, credited or otherwise recovered.

Where the organisation cancels or changes an engagement, the organisation is responsible for Committed Travel Costs in addition to any applicable professional-service cancellation amount. Educated by Nature will take reasonable steps to minimise these costs and will not recover the same loss twice.

Any refund, waiver or travel credit actually received and reasonably attributable to the cancelled or changed engagement will be taken into account in the final reconciliation. On request, Educated by Nature will provide a reasonable itemisation of Committed Travel Costs.

10.4 Travel booked directly by the organisation

Where the organisation books flights, accommodation, car hire or other travel directly for Educated by Nature personnel, the arrangements must be agreed before booking. The organisation is responsible for the relevant supplier terms, cancellation charges and change costs unless Educated by Nature has expressly agreed otherwise in writing.

11. Cancellation by the Organisation - Perth Metropolitan and Non-Travel Bookings

This section applies to confirmed engagements that do not involve material committed travel costs.

Cancellation and rescheduling notices must be emailed to admin@educatedbynature.com and take effect when received at that address. Receipt is determined using the time zone of the engagement location. For the cancellation periods in sections 11 and 12, a business day is Monday to Friday, excluding public holidays at the engagement location. Notice is measured by counting business days between the date the email is received and the scheduled engagement date, excluding the date of receipt and the engagement date. Notices received on a weekend or public holiday retain their actual receipt date; those non-business days are not counted.

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11.1 More than 14 business days before the engagement

No professional-service cancellation charge will normally apply. Any specifically approved non-refundable third-party cost already committed for the engagement remains payable to the extent it cannot reasonably be recovered.

11.2 More than three and up to 14 business days before the engagement

Educated by Nature may charge up to 30% of the agreed professional fee, together with any specifically approved non-refundable third-party costs.

11.3 Three business days or less before the engagement

Educated by Nature may charge up to 100% of the agreed professional fee, together with any specifically approved non-refundable third-party costs.

Any cancellation amount under this section will be limited to Educated by Nature's reasonable costs and losses arising from the cancellation and will be applied consistently with applicable law.

12. Cancellation by the Organisation - Regional, Interstate, International and Substantial Travel Engagements

A longer cancellation period applies where Educated by Nature has reserved significant staff time or committed to travel well in advance.

12.1 More than 30 business days before the engagement

No professional-service cancellation charge will normally apply. Committed Travel Costs remain payable.

12.2 More than 14 and up to 30 business days before the engagement

Educated by Nature may charge up to 30% of the agreed professional fee, plus Committed Travel Costs.

12.3 More than seven and up to 14 business days before the engagement

Educated by Nature may charge up to 60% of the agreed professional fee, plus Committed Travel Costs.

12.4 Seven business days or less before the engagement

Educated by Nature may charge up to 100% of the agreed professional fee, plus Committed Travel Costs.

Any cancellation amount under this section will be limited to Educated by Nature's reasonable costs and losses arising from the cancellation. The percentage is a maximum framework, not an automatic penalty.

13. Rescheduling by the Organisation

Educated by Nature recognises that organisations may occasionally need to change a confirmed date and will generally seek to reschedule rather than cancel where this is practical.

13.1 Non-travel bookings

One (1) rescheduling request made more than 14 calendar days before the engagement will normally be accommodated without a professional-service rescheduling fee, subject to availability. The replacement date should ordinarily occur within 12 months of the original booking.

13.2 Travel engagements

One (1) rescheduling request made more than 30 calendar days before a regional, interstate or international engagement will normally be accommodated without a professional-service rescheduling fee, subject to availability. The organisation remains responsible for airline, accommodation and car-hire amendment charges, fare differences, replacement bookings and other reasonable additional travel costs resulting from the change.

13.3 Late or repeated rescheduling

Where a request falls inside the relevant cancellation period, or an engagement is repeatedly rescheduled, Educated by Nature may apply the applicable cancellation conditions and issue a new quotation. Any amount charged will remain subject to the reasonable-cost-and-loss principles in this policy.

14. Weather and Program Adaptation

Many Educated by Nature programs are intentionally designed to take place outdoors and will continue in a broad range of weather conditions, including rain, wind, cold and warm weather. The presence of rain, wind, heat or other forecast weather does not, of itself, mean that a program will be cancelled or rescheduled.

Educated by Nature has substantial experience delivering outdoor programs and will make a professional assessment of weather and environmental conditions in relation to the particular program, participant group and location.

14.1 Assessment of weather conditions

Educated by Nature will consider relevant information which may include:

- Bureau of Meteorology forecasts, warnings and observations;
- the timing, likelihood, duration and predicted intensity of weather;
- heatwave, severe weather, thunderstorm, wind, fire or other relevant warnings;
- actual and observed conditions at or near the program location;
- site conditions, shade, shelter and access to drinking water;
- the age, needs and capabilities of the participant group;
- the nature and duration of the planned activities;
- available indoor, sheltered or alternative spaces; and
- Educated by Nature's program-specific and dynamic risk assessments.

Weather forecasts may change and conditions can vary considerably by location and throughout the day. Educated by Nature may therefore continue to review conditions up to and during the delivery of a program.

A forecast temperature, percentage chance of rain, predicted rainfall amount or forecast wind speed will not necessarily determine the outcome in isolation.

14.2 Adaptation before cancellation

Where weather may affect a program, Educated by Nature will, where reasonably practicable, first consider whether the program can be safely delivered through adaptation.

This may include:

- modifying activities;

- changing the location or use of the site;
- increasing access to shade, shelter, water or rest;
- changing the timing or sequence of activities;
- moving some or all of the program indoors or undercover;
- shortening or modifying particular activities; or
- agreeing to an alternative date.

The host organisation should advise Educated by Nature in advance of any suitable indoor, sheltered or alternative spaces available at the venue.

14.3 Host organisation weather policies and thresholds

Educated by Nature recognises that schools and organisations may have their own policies, procedures or risk thresholds relating to weather and outdoor activities.

Where the host organisation has a specific temperature threshold, weather restriction or organisational policy that may prevent a program from proceeding, this should be communicated to Educated by Nature before the booking is confirmed or as soon as the organisation becomes aware of it.

Educated by Nature will take these requirements into account when planning the engagement but is not automatically bound to adopt the same threshold as its own assessment of whether the agreed service can be safely delivered.

14.4 Where the organisation chooses not to proceed

The host organisation retains responsibility for deciding whether it wishes its participants to take part in a program.

Where Educated by Nature has assessed that the program can reasonably and safely proceed, including with appropriate adaptations, but the organisation chooses to cancel or postpone because of its own weather concerns, risk tolerance or internal policy, the change will be treated as an organisation-requested cancellation or rescheduling under these Terms and Conditions.

Educated by Nature will work reasonably with the organisation to identify an alternative arrangement where possible, but any applicable cancellation or rescheduling conditions, Committed Travel Costs and other reasonable costs may apply.

14.5 Where Educated by Nature determines that the program should not proceed

Where Educated by Nature determines that forecast or actual conditions create an unacceptable safety risk that cannot reasonably be managed through adaptation, Educated by Nature may postpone, relocate, modify or cancel the program.

Educated by Nature will communicate this decision to the organisation as soon as reasonably practicable and will work with the organisation to identify an appropriate alternative arrangement.

Where the circumstances constitute an External Event outside the reasonable control of either party, the External Events provisions of these Terms and Conditions will apply.

14.6 Changes during a program

Weather and environmental conditions may change after a program has commenced.

Educated by Nature facilitators may dynamically modify, pause, relocate or conclude activities where necessary to respond to changing conditions and maintain participant safety.

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Where practicable, Educated by Nature will consult with the nominated representative of the host organisation regarding significant changes to the program.

15. External Events

An External Event is an event outside the reasonable control of the affected party that prevents or materially affects delivery of the engagement. Examples may include severe weather or natural disaster, bushfire or emergency, government direction or restriction, border closure, significant transport disruption, closure of a venue by an authority or another comparable event beyond reasonable control.

Where an External Event occurs, both parties will first make reasonable efforts to adapt or reschedule the engagement. Where rescheduling is reasonably possible, amounts already paid may be transferred to the replacement engagement.

Where the engagement cannot reasonably proceed or be rescheduled, Educated by Nature will not impose a punitive cancellation charge. The financial resolution may take into account services already properly provided, reasonable work completed specifically for the engagement, Committed Travel Costs and other actual costs that cannot reasonably be recovered. Any remaining amount will be refunded or credited as appropriate, subject to applicable law.

16. Cancellation or Rescheduling by Educated by Nature

Educated by Nature may occasionally need to cancel or reschedule an engagement because of facilitator illness, staffing circumstances or another operational issue.

Where Educated by Nature cancels for a reason within its reasonable control, the organisation may choose an alternative mutually acceptable date or a refund of amounts paid for services that will not be provided. Educated by Nature will not charge the organisation cancellation fees or unrecoverable Educated by Nature travel expenses caused by a cancellation for which Educated by Nature is responsible.

Where cancellation results from an External Event, section 15 applies.

17. Host Organisation Responsibilities

The organisation is responsible for providing the information and arrangements reasonably required for safe and effective delivery of the agreed service. Depending on the engagement, this may include an appropriate venue, access to agreed facilities, relevant site and emergency procedures, participant information that is reasonably necessary for safety and inclusion, agreed equipment, and timely communication of material changes.

17.1 Vehicle and trailer access

Where Educated by Nature advises that a program requires a vehicle and/or equipment trailer, the organisation is responsible for ensuring suitable, safe and lawful access to the agreed delivery or unloading area. This includes any required gate access, vehicle clearances, suitable surfaces, turning or parking space, and permission for Educated by Nature vehicles and trailers to enter the site. Any known access restrictions must be communicated to Educated by Nature before the booking. Where suitable access cannot be provided, alternative arrangements may need to be agreed and may affect the program scope, setup requirements or quoted fee.

Specific supervision, staffing, consent or site responsibilities will be identified in the quotation, booking brief or program documentation where relevant. Educated by Nature remains responsible for its own staff and the professional services it has agreed to provide.

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18. Participant Safety, Inclusion and Accessibility

Educated by Nature is committed to safe, respectful and inclusive practice. Organisations should advise Educated by Nature of relevant accessibility, inclusion or participant support requirements as early as reasonably possible so that appropriate planning can occur.

Where a requested service cannot reasonably or safely be delivered in the proposed form, Educated by Nature will work with the organisation to identify appropriate adjustments or alternatives where practicable.

19. Workshops, Presentations and Intellectual Property

Unless otherwise agreed in writing, intellectual property in Educated by Nature workshop materials, presentations, handouts, frameworks and resources remains the property of Educated by Nature or the relevant rights holder.

Materials provided to participants may be used for the organisation's internal professional learning purposes unless otherwise stated. Educated by Nature content must not be commercially reproduced, republished, sold or incorporated into another commercial training product without written permission.

Audio or video recording of a workshop, presentation, consultancy session or program requires prior written agreement.

20. International Engagements

International engagements may require additional arrangements concerning visas or entry requirements, invitation or support letters, work permissions, insurance, local taxes or compulsory withholding, currency, travel safety, local transport and accommodation. These matters should be identified before Educated by Nature commits to non-refundable travel wherever reasonably possible.

Unless otherwise agreed in writing, this agreement is governed by the laws of Western Australia, Australia, subject to any mandatory law that cannot legally be excluded. Country-specific requirements may be added to the quotation or engagement agreement.

21. Refunds, Credits and Final Reconciliation

Approved refunds will ordinarily be paid using the original payment method or another method reasonably agreed between the parties. Where a cancellation or change involves third-party travel arrangements, final reconciliation may occur after Educated by Nature has received confirmation of refunds, credits, cancellation charges or other adjustments from the relevant suppliers.

Educated by Nature will communicate material outstanding amounts and will not recover the same expense twice.

22. Australian Consumer Law and Unfair Contract Terms

Australian Consumer Law can apply to services supplied to both individual consumers and some business customers. These Terms and Conditions are intended to operate consistently with consumer guarantees and the unfair contract term protections that apply to standard form consumer and small business contracts.

Nothing in these Terms and Conditions excludes, restricts or modifies a consumer guarantee, right or remedy that cannot legally be excluded.

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23. Questions, Disputes and Review

Questions about quotations, invoices, cancellations, travel costs or these Terms and Conditions should be directed to admin@educatedbynature.com. The parties are encouraged to raise concerns promptly and make reasonable efforts to resolve disagreements directly and in good faith.

Staff applying this policy should use the Guiding Principles in section 5 and retain reasonable records of cancellations, travel commitments, refunds, credits and material discretionary decisions in Xero, email or the relevant booking record.

24. Related Educated by Nature Documents

- Risk Management Framework and Process
- Weather Procedure
- Inclusion Policy
- Privacy Policy
- relevant quotations, proposals, scopes of work and program-specific documentation

25. Authority and Resources

- Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law
- Australian Competition and Consumer Commission - Consumer rights and guarantees
- Australian Competition and Consumer Commission - Contracts and unfair contract terms
- Consumer Protection Western Australia - Events, tickets and ticket scalping

Document owner: Educated by Nature Pty Ltd