

Terms and conditions are in place to provide a fair and consistent service to all enrolled families.

Receipt of your enrolment confirms your acceptance of all Terms and Conditions of enrolment with Kiddie Roo.

Children are to be supervised at all times by the parent/care-giver.

Term fees must be received at the time of making a booking or placement cannot be reserved.

Refund and/or deferment policy

Fees are non-refundable and will not be deferred.

Once enrolled, if you choose to withdraw from the program refunds will only be given if we are notified no less than 2 weeks prior to the start of the term.

An administration / cancellation fee will apply. Once we have entered into this 2 week period prior to the start of term, we cannot issue refunds or defer fees to another term if you are unable to complete part of or the entire term.

Transaction Currency - All transactions are processed in australian dollars(AUD\$, AU\$, A\$)

Please note:

Phone enrolments left until the last day of priority re-enrolment causes phone congestion and subsequent difficulty getting through. During class hours staff are busy ensuring that the needs of participants are being catered for and therefore cannot always attend to phone calls. Enrolment cannot be processed without payment therefore phone messages and emails cannot qualify for the early bird rate. We must receive your online enrolment with payment prior to close of priority period.

Early bird rates apply until 12pm of the stated priority period. If you miss the due date, fees revert back to full-fees.

Please notify the centre:

If you change address, phone number or email. It is essential we have up to date contact details for you.

If you are leaving the program - notification will help us to coordinate and schedule our sessions.

If you will be away for any part of the term and therefore missing sessions (holidays, baby due etc) please notify front desk in order to assist the 'make-up class' process.

#### Make up policy

Make up classes are reserved for children who have missed a session due to illness. Conditions apply and are subject to availability and make up classes must be taken in the current term and cannot be deducted from fees or deferred. Any booked make up classes not attended will be forfeited.

This is a courtesy that we like to be able to offer in order to ensure that GymbaROO is a 'germ free zone' for all children. Please help us to achieve this. If make-up spots are not available for unwell children to catch up on missed sessions, parents will be more inclined to bring sick children to their sessions.

If at management's discretion, a make-up class is awarded due to reasons other than illness, a limit of two make-up classes will apply.

Kiddie Roo reserves the right to restrict enrolment or to ask anyone to leave the centre at any time based on health and safety policies or any behaviour deemed disruptive. To avoid disappointment at being turned away please do not bring sick children to their session. They will do better at home recovering and we will do our best to accommodate them with a make-up class.

#### Siblings

Only children who are enrolled may attend. If at management's discretion we permit the one off attendance of a sibling, children other than those enrolled in the scheduled class, may participate. Permission must be sought prior to sibling attendance, via email at [info@gymbaroonedlands.com](mailto:info@gymbaroonedlands.com). We do request that alternate arrangements be made for siblings, but understand that sometimes 'things happen'. We like to be as flexible as possible but must consider all of our participants and

should a sibling be creating distraction for enrolled participants, we do reserve the right to restrict their attendance.

#### Changes to scheduled classes

There may be unavoidable changes to the days and times of some scheduled classes due to unforeseen circumstances or to maintain class numbers and dynamics. We will do our best to keep classes together but unfortunately, we cannot always guarantee this. We will notify you of any changes and apologise for any inconvenience in the process.

#### Cancelled classes

In the event that unforeseen circumstances during the term leads to the cancellation of any classes, we will do our best to notify you ahead of your class. We must have current contact details to be able to reach you.

#### Video/photograph:

Any photographs, video footage or extract you film of your child during a GympaROO session cannot be used for teaching, training or publicity /internet use without written permission from TKG Pty Ltd.

#### Copyright in photographs and video; Right to use by Kiddie Roo:

Any photographs or video taken by Kiddie Roo during class may be used for training, promotion or other purposes. Where possible notification will be given.

#### Personal Property:

Kiddie Roo cannot be held responsible for personal property held on site. We endeavour to ensure that personal property is safe guarded but in the event of loss of personal property, Kiddie Roo cannot accept responsibility.

Your responsibilities:

Any additional children or siblings that are not enrolled but attending with an enrolled child are not covered by accident insurance unless they have paid the applicable sibling fee for insurance cover. Siblings are not allowed on the equipment at any time. We reserve the right to restrict sibling attendance if the caregiver is not able to adequately supervise both children.

Please note:

These Terms and Conditions of Enrolment with Kiddie Roo are current as of Nov 2012 and may be amended or updated on occasion. Notification will appear on our website.

Accident Insurance:

You are required to supervise your child at all times and have responsibility for the care of your child while they are at the Nedlands Centre (Kiddie Roo Pty Ltd ABN 43 150 448 543 150). Both you and your child release and hold harmless the Centre and Toddler Kindy Gymparoo Pty Ltd ACN 066 166 141 and their servants agents and officers from and against any liability to either of you howsoever arising including without limiting the generality of the foregoing arising from or as a result of negligence. In no circumstances shall TKG or the Centre be liable for special or consequential damages. Without limiting the generality of the foregoing, in no circumstances shall the liability of TKG or the Centre for any cause or on any account exceed the sum of any fees paid by you or any other person on behalf of your child.

The TKG Privacy Policy detailing our handling of personal and sensitive information is available upon request. You may request access to information held about you or your child by contacting the TKG Privacy Officer. To facilitate both the operation of the TKG System and TKG Centres and the granting of franchises to other organisations to provide the same services, it may be necessary for us to disclose your personal and sensitive information to certain third parties, to enable them to undertake specified management, administration and advisory services. These third parties include

TKG's licensed franchise operators; consultants we engage to assist customers; organisations involved in all accounting, auditing and due diligence enquiries by the franchisee or on behalf of the franchisee relating to the setting up or maintenance of a franchise; organisations involved in a transfer or sale of all or part of the assets or business of TKG; organisations involved in managing our corporate risk and funding functions; general and specialist medical practitioners; our insurers; regulatory authorities, if required by law; and anyone else to whom you authorise us to disclose it.

TKG and the Centre would also like to keep you in touch with developments about our system, and newsletters about new classes or centres. You will be given the option to opt out by following a link within the mailout.

You acknowledge and agree to respect the privacy of other parents and children and the confidentiality of TKG and the Centre by not taking photographs, videos or other recordings in the TKG Centre without the prior consent of the other parents of children being photographed or videoed and the consent of the operator of the Centre. You acknowledge that you may be asked to agree to sign a more detailed agreement before that consent is provided.

You acknowledge that you have been provided with an opportunity to read the TKG Privacy Policy. You accept that the collection, use and disclosure of your personal or sensitive information is necessary for the purposes described in the TKG Privacy Policy. You understand that neither TKG nor the Centre will be able to provide you with their services without this consent and that by enrolling with Kiddie Roo Pty Ltd you accept their full terms and conditions.