

These are the Terms and Conditions on which Courtney Sophie Bauman ABN 78 339 674 917 trading as The Sensory Way will carry out work for you. In making a booking with The Sensory Way, you are accepting these Terms and Conditions.

## 1. DEFINITIONS

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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 in Australia otherwise than by a breach of these Terms and Conditions.

1.3 **Fees** means the amount of \$25.00 AUD per class.

1.4 **Services** means the provision of classes or events 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 or event held by The Sensory Way.

## 2. PROVISION OF SERVICES

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2.1 The Sensory Way shall provide the Services on the booked dates and times.

2.2 You acknowledge that classes run by The Sensory Way include taste-safe food-based products, artificial food colouring, small pieces and loose parts. Wherever possible, The Sensory Way will use high grade food-safe ingredients and dye.

## 3. FEES

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3.1 Fees are payable at the time of booking.

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

3.3 Any discount to the Fees is offered in good faith only and The Sensory Way reserves the right to amend or stop offering the discount at any time.

3.4 You must pay interest on any outstanding Fees at a rate of 10% per annum, calculated daily.

3.5 If Fees remain unpaid, The Sensory Way reserves its rights to:

- (a) Suspend the provision of Services until any overdue Fees are paid; and
- (b) Engage a debt collection service, at your sole cost.

3.6 Fees may be varied from time to time by The Sensory Way 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.

3.7 No refunds will be provided for change of mind.

## 4. RESCHEDULING, CANCELLATION AND NO-SHOW POLICY

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

4.2 Your booking may be rescheduled or cancelled at no additional cost, provided that you give at least 24 hours' notice prior to the start time of the booking.

4.3 If less than 24 hours' notice is given, or if you don't provide any notice, The Sensory Way reserves the right to retain the full Fees for that booking. Fees will be refunded on a case-by-case basis determined solely by The Sensory Way.

4.4 In the case of rescheduling, new booking times are subject to availability. The Sensory Way will use its best endeavours to reschedule your booking to a time that suits you.

4.5 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.

4.6 If The Sensory Way is unable to attend an Appointment due to illness or otherwise, The Sensory Way will contact you to reschedule your booking and you will not be charged any Fees.

4.7 The Sensory Way reserves the right to cancel any class that has less than 3 attendees. If The Sensory Way cancels a class in accordance with this provision, it will issue a credit against your account, to be used for future classes.

## **5. YOUR OBLIGATIONS**

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- 5.1 The Sensory Way recommends that all participants wear old or inexpensive clothing, as the Services are messy and may result in stains to clothing. The Sensory Way 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 The Sensory Way relating to the health and safety of your, your children, and the other participants, including precautions taken for COVID-19.
- 5.3 You are welcome to take photographs of your children during the booking, however please do not take any photographs of children that are not yours. You must comply with any direction of The Sensory Way in relation to taking photographs or videos.
- 5.4 Children must wear appropriate clothing, including shoes if the child is walking, during the booking.
- 5.5 It is your responsibility to supervise all children in your care, at all times. The Sensory Way will not take any responsibility for supervising any child during the Services.

## **6. GIFT VOUCHERS**

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- 6.1 Gift vouchers are valid for three (3) years from the date of issue. Expired gift vouchers do not retain any value.
- 6.2 Gift vouchers can be used to make a booking through the website of The Sensory Way.
- 6.3 If your purchase exceeds the value of the gift voucher, you will be expected to make payment of the balance at the time of booking.
- 6.4 When you purchase a gift voucher, you acknowledge that the gift voucher:
- (a) Will be issued in electronic form only (via email);
  - (b) Cannot be exchanged for cash or any other legal tender (including EFTPOS, credit card or gift card); and
  - (c) Are non-refundable.
- 6.5 Cancellations or rescheduling within 24 hours of your booking may result in full Fees being charged against the gift voucher.
- 6.6 If you have made a booking using a gift voucher, and that booking is cancelled under clause 4.7, you will be issued a credit against your account. The value of the gift voucher will

remain as though you have attended that booking.

- 6.7 Once you have purchased a gift voucher, you cannot change the balance amount. If you wish to add more value, you must purchase a secondary gift voucher.

## **7. WARRANTY DISCLAIMER**

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- 7.1 The Sensory Way hereby gives notice that it is not an allergy free environment. The Sensory Way takes no responsibility for any cross-contamination of allergens that may occur.
- 7.2 The Sensory Way takes no responsibility for any damage, loss or theft of any personal items.
- 7.3 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by legislation which cannot be lawfully excluded or limited. Such legislation includes the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances, each a non-excludable provision.
- 7.4 Subject to The Sensory Way's obligations under the non-excludable provisions, and to the fullest extent permissible by law, The Sensory Way expressly disclaims all warranties and representations of any kind with respect to the Services whether express, implied, statutory, or arising out of the course of performance, course of dealing or usage of trade including any warranties or merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title or non-infringement.

## **8. LIMITATION OF LIABILITY AND WARRANTY**

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- 8.1 To the fullest extent permissible by law, The Sensory Way is not liable (whether in contract or tort) for:
- (a) Faults or defects in any services or goods provided by third parties in connection with the Services; or
  - (b) Any indirect, special or consequential loss (including loss of profits, loss of revenue, replacement costs, goodwill or any similar damages) however arising, whether or not The Sensory Way knew of the possibility of such loss and whether or not such loss was foreseeable.
- 8.2 To the fullest extent permitted by law, the liability of The Sensory Way for a breach of a

non-excludable condition is limited to the supplying of the Services again or payment of the cost of having the Services supplied again.

## **9. INDEMNITY**

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9.1 You indemnify and hold harmless The Sensory Way in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

- (a) Any breach of these Terms and Conditions;
- (b) Any of your negligent acts or omissions; and
- (c) Your use of the Services, including any third-party claims made in connection with or arising out of your use of the Services, other than use in accordance with these Terms and Conditions.

## **10. CONFIDENTIALITY & PRIVACY**

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10.1 Each party agrees to keep confidential, and not to use or disclose except as permitted by these Terms and Conditions, any Confidential Information of the other party. This obligation of confidence extends to Confidential Information obtained by a party before these Terms and Conditions were in force.

10.2 Each party must take all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

10.3 From time to time, The Sensory Way may take photographs or videos for marketing purposes. These photographs and videos will be posted to The Sensory Way's website, social media platforms, and/or used in advertising. If you do not wish to take part in these photographs and videos, please advise The Sensory Way at the start of each booking.

10.4 Each party shall refrain from making negative comments about the other party, whether online or in person.

## **11. DISPUTE RESOLUTION**

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11.1 The parties agree to attempt in good faith to resolve any dispute regarding these Terms and Conditions through negotiation with the assistance of an agreed mediator.

11.2 If the dispute or difference is not resolved to the satisfaction of the parties within 30 days, either party may request the matter to be heard by an arbitrator.

11.3 Arbitration shall be effected:

- (a) By an arbitrator agreed upon in writing by the parties; or
- (b) In the absence of such agreement, by an arbitrator appointed in accordance with the provisions of the law relating to arbitration in force in the State of Queensland; or
- (c) By an arbitrator appointed by the National President for the time being of the Institute of Arbitrators Australia.

11.4 The Sensory Way may pause the provision of the Services to conduct whatever investigations deemed appropriate and, within 30 days of the given written notice, seek to resolve the dispute.

## **12. GENERAL**

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12.1 Any notice provided under these Terms and Conditions must be in writing, addressed to the other party's contact persons as notified by the other party.

12.2 These Terms and Conditions do not create a relationship of employment, agency or partnership between the parties.

12.3 The Sensory Way may sub-contract its obligations under these Terms and Conditions.

12.4 The failure of a party at any time to insist on performance by the other party of an obligation under these Terms and Conditions is not a waiver of any of its rights.

12.5 If part or all of any of the provisions of these Terms and Conditions are illegal or unenforceable, it will be severed from these Terms and Conditions, and will not affect the continued operation of the remaining provisions.

12.6 The Sensory Way may vary these Terms and Conditions from time to time. Any varied Terms and Conditions will apply to Services that commence after the date that The Sensory Way publishes the varied Terms and Conditions. If you make a booking after that date, you are deemed to have accepted the varied Terms and Conditions.

12.7 These Terms and Conditions are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of Queensland.

12.8 These Terms and Conditions constitute the entire agreement of the parties as to the subject matter and supersede and cancel all prior arrangements, understandings and

negotiations in connection with it. Any statement made in negotiations for these Terms and Conditions which is not set out in the Terms and Conditions do not form part of the agreement between the parties.