

## **Youthtown After School, Before School and Holiday Programme Terms and Conditions**

### **1. Personal details**

- a. We will only collect information to be used for the purpose of establishing and maintaining records required for service delivery. Information collected will be managed in accordance with the Privacy Act 1993 and the Vulnerable Children's Act 2014 and may be accessed by Ministry of Social Development, relevant Government departments and other Audit organisations. You may view your child's information on request.
- b. We require personal details when you create an account for any programme and any time you make an enrolment for any activity or programme. You will check all details for completeness and accuracy each time you make an enrolment into any activity or programme.
- c. When enrolling on a programme you may be asked for additional information if the activity or programme has specific requirements.
- d. Your child shall not be permitted to attend any programme until all enrolment details are completed to our satisfaction.
- e. We reserve the right to request proof of I.D or residential address.
- f. For the safety of your child, we require three different contact persons – the enrolling parent or caregivers and details plus two others to be used as emergency contacts. Please discuss with us if this presents challenges with your personal situation.
- g. You must list in detail any applicable medical conditions such as allergies on the child's personal details section on your account.
- h. We can only administer medicine if a Medical Consent Form has been correctly and fully completed.
- i. We include children with disabilities or special needs in our programmes provided we can meet their specific needs. You will need to complete a Special Needs Assessment Form and a trial period may be initiated. If we cannot reasonably meet any special needs of your child(ren), we may have no other option but to decline their enrolment in any programme or activity.
- j. We understand the complex nature of families and regularly work with access arrangements and custody arrangements. If you have access or custody arrangements you will list these on the child's personal details section on your account. If requested, you will produce any court documents. If further discussion is required, it is your responsibility to meet with us in this regard.
- k. You will make changes to personal details via the secure login on the website under "My Account".

### **2. Collection of a child**

- a. In the case of activities or programmes where the child is dropped off to the site or location the activity or programme is running, you will sign the child in and note the time of arrival on the sign in / sign out sheet provided.
- b. For activities or programmes when the child is picked up at the conclusion you will collect your child and sign and note the time of collection on the sign in / sign out sheet provided.
- c. We will not release your child to any person not listed on their account. It is your responsibility to ensure that the list of people authorised to collect your child is up to date and includes those who would be picking up your child. You can do this using the secure login on the website under "My Account" and then "My Personal Info". We cannot accept a phone call or text message to advise of changes to those authorised to pick up.

- d. We reserve the right to ask for Photo ID of any person who presents to collect your child.

### 3. Payments and fees

- a. We will detail activity and programme costs as part of the sign-up process for any activity or programme.
- b. Our programmes are a prepaid service and your enrolment is not complete until payment is made in full, or a payment plan is in place or a WINZ subsidy has been applied for.
- c. We reserve the right to cancel, postpone or substitute any activity or programme which may include a substituted location for the activity or programme to be held and a substituted mode of transport, provided the transport complies with clause 5a. We will always endeavour to make suitable alternative arrangements. If a cancellation occurs due to circumstances beyond our control, a refund will be provided.
- d. When you enrol a sibling to the After-School Programme you will receive a sibling discount on the second child. This requires a setting change that we make, so please advise us if you have a sibling about to start attending an After School Programme.
- e. If you are applying for a WINZ subsidy you must provide us with your WINZ customer number.
- f. If you or anyone you have authorised for picking up your child is late picking up your child at the conclusion of the activity or programme or the time you were booked into the activity or programme, we will charge a late fee of \$10.00 for every 10 minutes (or part thereof) that the child is not picked up.
- g. Your account must be kept up to date at all times by either paying the account or entering into payment plans with us.
- h. If you have outstanding amounts owing to us on your account we reserve the right to not have your child on programme until either the outstanding amount is paid or a payment plan is entered into.
- i. It is your responsibility to pay the any amounts on the account. As the account has a log on, you understand that any amounts on the account are the responsibility of the account holder .
- j. We may refer overdue amounts to a debt collection agency and we will add to the account any expenses or agency fees to the amount outstanding.

### 4. Absences

- a. If your child will be no longer be attending an activity or programme or you need to make a change to attendance, you must inform us of this intent in writing one week in advance to qualify for a refund.
- b. If your child is absent due to sickness where a medical or doctors certificate can be supplied or in the case of a family bereavement, we will credit and refund the charges for the affected days.
- c. If you child will be absent, you must communicate this to the Progamme Coordinator before 2pm on the day of the absence for After School Programmes. Absences on Holiday Programmes must be communicated by 8.30am on the day of the absence, and as soon as practical in the case of Before School programme absences.

### 5. Health and Safety

- a. We may from time to time, transport your child to parks, places of interest or other locations.

- b. When we provide transport it will be by either our own vehicles (usually vans) with trained and appropriately licensed drivers, or a reputable commercial bus company.
- c. In the event of an accident or illness, we will immediately attempt to contact you and will take all appropriate steps to ensure your child's well-being, but will not be liable for any costs such as doctors' fees.
- d. We keep an accident / incident register for each activity or programme. If your child is involved in an accident or incident of a minor nature we will inform you at pick up and may make a request for you to see staff on you the sign out sheet.
- e. If your child has an infectious disease such as Chicken pox, or experiences diarrhoea or vomiting, you agree to withdraw them from the programme until they are medically fit to return. You also agree to immediately notify us if an infectious disease is suspected.
- f. Our programmes have a detailed child protection policy, which includes the reporting of any suspected child abuse to the department of Child, Youth and Family Services. The child protection policy is displayed and available at each of our locations and on our website.

## 6. Exclusion

- a. The safety of all of our participants, volunteers and staff is our paramount concern. If a child's behaviour is impacting the safety of any of our programmes we reserve the right to remove any child permanently after following our Behaviour Management Policy requirements. The Behaviour Management Policy is displayed and available at each location and on the our website.
- b. If your child breaches the Behaviour Management Policy it may result in your child immediately being excluded from the activity or programme until the matter has been resolved.
- c. If your child is excluded, you will need to arrange for your child to be collected as soon as possible from the activity or programme.
- d. If you, another parent of caregiver of your child, or anyone you have authorised to pick up your child demonstrates behaviour that is impacting the safety of any of our activities or programmes, we reserve, at our sole discretion, the right to refuse or rescind the enrolment of your child.

## 7. Complaints

- a. We welcome all feedback, positive or negative. A copy of our complaints procedure is displayed and available at each location or available for you see on our website.

## 8. Disclaimer

- a. We vet and suitably train all our staff and volunteers. We endeavour to provide the best and most practical degree of supervision and engagement towards all children enrolled in each activity or programme. However, we nor any individual member, employee, contractor, volunteer or any other person shall not be held personally liable in respect of any act or omission arising from any activity or programme, where all reasonably and practicable steps are deemed to have been taken in accordance with our policies.
- b. We will not be held responsible for the loss or damage of personal items in your child's possession. You may want to encourage your child to leave expensive or special items at home.
- c. By authorising this waiver (and in effect this registration and/or enrolment), you confirm all details provided are true and correct, you have read and understood

these Terms and Conditions and agree to adhere to all our policies and procedures. Our policy and procedures manual are available from each of our locations for you to view at any time. Our staff are available to answer any questions.

### **Posting of Photographic Images**

We will not electronically transmit or post online, in any format, any photographic or video images of you or anyone else taken on our property, or at our locations, or our events, or during our activities at any time without your express permission. If the image is of someone under the age of eighteen (18) we will not use their image without your consent unless the person is 16 or 17 and has withdrawn from parental control. It is your responsibility to explain these conditions to your children in terms that they understand, so they act accordingly.

### **Programme and Activity Risk Disclosure Statement**

Participation in all our activities is voluntary although participants are supported and encouraged to participate to a level which challenges them.

At times, activities may be delivered by an authorised Third-Party Provider whose operations have been reviewed by ourselves and in some instances external safety auditors.

Participation may be restricted based on medical, physical, or other conditions in regard to the safe operation of the activity or impact to other individuals involved.

Because of the changeable and unpredictable nature of the outdoors, risks can never be reduced to zero. Hazards exist in some activities that can result in harm. Typical harms include cuts, sprains, bruises, minor emotional stress. Occasional harms include, but are not limited to: fractures, dislocations, vomiting, concussion, severe allergic reaction (food, bees, other), severe emotional stress, hypothermia, death. Typical hazards include but are not limited to: weather & environmental conditions; staff and volunteers; participants and/or public behaviour; attitudes and capabilities; water; environmental impact and vehicles.

Hazards also include participant specific hazards. Therefore, your full and detailed disclosure of your participants information and abilities is vitally important as part of two-way disclosure of risk. Our organised activities and programmes are designed to be for anyone reasonably fit and well and may be altered to suit those unfit or unwell.

Our Safety Management Systems are ACC audited and approved. Systems include a process of identifying and eliminating / minimising hazards as well as reporting and investigating incidents of all severities.

Where programmes include catering by ourselves or a Third Party provider, cross contamination or an absolute allergy free environment cannot be guaranteed although we and third party providers will make every practicable effort to ensure all risk is minimised as far as possible.