

## Youthtown Pop Up 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 2020 and the Vulnerable Children's Act 2014. You may view your child's information on request.
  - b. We require personal details each time you make an enrolment for any pop-up activity.
  - c. Your child shall not be permitted to attend any programme until all enrolment details are completed to our satisfaction.
  - d. We reserve the right to request proof of I.D or residential address.
  - e. For the safety of your child, we require two different contact persons – the enrolling parent or caregivers' details plus one other to be used as an emergency contact. Please discuss with us if this presents challenges with your personal situation.
  - f. You must list in detail any applicable medical conditions such as allergies.
  - g. We can only administer medicine if a Medical Consent Form has been correctly and fully completed.
  - h. 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. 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.
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 accompany the child to the designated drop off point and a Youthtown staff member will note your full name and time of arrival on the sign in / sign out sheet.
  - b. For activities or programmes when the child is picked up at the conclusion you will collect your child from the designated collection point and a Youthtown staff member will note your full name and the time of collection on the sign in / sign out sheet.
  - c. We will not release your child to any person not listed on their enrolment form. It is your responsibility to ensure that the list of people authorised to collect your child is correct. 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. Payment is due at the time of the event and participation in the event is subject to receipt of payment.
  - b. 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.
4. Health and Safety
  - a. 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.
  - b. 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 the sign out sheet.
  - c. 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.

- d. If your child develops any symptoms for COVID-19 whilst in attendance you agree to pick them up immediately from the programme.
  - e. Our programmes have a detailed child protection policy, which includes the reporting of any suspected child abuse to the department of Oranga Tamariki. The child protection policy is available upon request at each of our locations and on our website.
5. Exclusion
- a. The safety of all 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 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.
6. Complaints
- a. We welcome all feedback, positive or negative. A copy of our complaint's procedure is displayed and available at each location or available for you see on our website.
7. 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 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 your child, you or anyone else taken on our property, or at our locations, or our events, or during our activities at any time without 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.

Participation may be restricted based on medical, physical, or other conditions regarding 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. Potential risks 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 Outdoors Mark approved and WorkSafe NZ audited. 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 us 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.