

Wonder Seekers Sensory Play Terms & Conditions – Weekly Sessions

AGREEMENT

This Agreement ("The Agreement") is entered into as of the date this form has been submitted ("Effective Date"), between you, herein referred to as the **Client** (name listed below), and **Wonder Seekers Sensory Play** (ABN 18 391 344 758), herein referred to as the **Provider**.

This Agreement represents the entire understanding and agreement between the Client and the Provider and supersedes all prior negotiations, discussions, or agreements, whether oral or written.

By booking a session or event with Wonder Seekers Sensory Play, you are acknowledging and agreeing to comply with the Terms & Conditions set forth in this Agreement. Please read these Terms & Conditions carefully before proceeding with your booking. If you do not agree with these terms, please do not proceed with your booking.

This Agreement outlines the terms and conditions under which the Provider will deliver sensory play sessions and services to the Client.

SERVICES PROVIDED

The Provider agrees to organise and facilitate a sensory and/or messy play session as required. The services being provided include planning and organising the activities, setting up, facilitation, cleaning up, and providing the use of play materials as required.

Each session will run for 1 hour (unless otherwise agreed to), at which time the Provider will commence pack-down and cleaning.

OUR CREDENTIALS

Wonder Seekers Sensory Play is insured for **Public Liability** and **Professional Indemnity**.

The owner (Jessica Fernandez) holds a current **Working with Children Check (Blue Card)**, as well as current **First Aid and CPR qualifications**.

FEES & PAYMENTS

Wonder Seekers Sensory Play may increase session fees to reflect cost increases beyond our reasonable control, including but not limited to insurance premiums, materials, permits, taxes, and labour.

All amounts stated in this document are in Australian dollars unless otherwise agreed to in writing.

Payment is required in full at the time of booking tickets to a Wonder Seekers Sensory Play session and is processed via a third-party booking service (Square). The booking price includes any applicable booking fees or charges.

Session fees are exclusive of GST.

PASSES & PAYMENT OPTIONS

We offer a range of payment options including casual passes, 4-session passes, and Full Term Passes.

Casual Pass

This option allows attendance at individual sessions without ongoing commitment.

4-Session Pass

- Must be used within the same term of purchase.
- Cannot be extended, paused, or carried over unless agreed to in writing.
- Non-refundable and not redeemable for cash.
- Non-transferable unless agreed to in writing.
- A unique booking code will be issued and must be used at checkout.
- Lost, misused, or unauthorised use of codes is not the responsibility of the Provider.
- Valid only for the service issued and subject to availability.
- Sibling tickets may be discounted; no additional discounts apply.
- Missed or unattended sessions are forfeited.

Full Term Pass

- Valid only for the term in which it was purchased.
- Cannot be carried over, paused, transferred, or refunded.
- Valid only for the nominated child.
- All sessions must be booked in advance.
- Subject to capacity limits.
- No refunds or credits for missed sessions, regardless of reason.
- Not valid with other offers or promotions.

SESSION DETAILS

Weekly sessions are designed primarily for children aged 6 months to 4 years. While children outside this age range may attend, parents are asked to consider the safety, suitability, and comfort of younger participants.

Pre-booking is essential for each session.

Activities may include, but are not limited to:

- Sensory and messy play
- Arts and crafts
- Music and movement
- Dance
- Small world and pretend play

Sessions will commence promptly at the scheduled start time and run for 60 minutes. We kindly ask that attendees do not arrive early, as this allows the Provider adequate time to safely prepare the activities.

SUPERVISION & SAFETY

It is a requirement of our insurance that the Provider is present at all sessions. However, **parent or caregiver supervision is required at all times.**

Children must not be left unattended. Parents and carers are solely responsible for supervising their child and managing their behaviour during the session.

Sensory play may involve loose parts, water play, uneven surfaces, and tactile materials. All materials are intended for use under continuous adult supervision.

ASSUMPTION OF RISK

By attending a Wonder Seekers Sensory Play session, you acknowledge and agree that sensory and messy play activities involve inherent risks. These risks may include, but are not limited to, slipping, falling, sensory exposure, allergic reactions, contact with materials, and interactions with other children.

Participation in all activities is entirely voluntary. By choosing to participate, you knowingly and willingly assume all risks associated with your child's participation, whether such risks are known or unknown at the time of booking or attendance.

PARTICIPATION GUIDELINES & LIABILITY INFORMATION

Participation in Wonder Seekers Sensory Play sessions requires a parent or legal guardian to remain present and actively supervise their child at all times. This supervision is essential to ensure safety and to support a positive and respectful experience for all attendees.

While Wonder Seekers Sensory Play carefully plans, prepares, and facilitates all activities with safety in mind and follows appropriate health and safety practices, the Provider cannot be held liable for accidents, injuries, loss, or damage that may occur during participation in the session. Parents and carers remain solely responsible for their child's actions, behaviour, and safety throughout the session.

All sensory play materials provided are non-toxic; however, they are not intended for consumption. Parents and carers must ensure that children do not ingest any materials used during sessions. If your child has any allergies, sensitivities, or medical conditions, you must notify Wonder Seekers Sensory Play prior to attendance so that reasonable adjustments may be considered.

In the event that a child causes damage to equipment, materials, venues, or property during a session, the parent or legal guardian will be responsible for any associated repair or replacement costs.

ALLERGIES & ANAPHYLAXIS AWARENESS

Wonder Seekers Sensory Play cannot guarantee an allergy-free environment, as various food-based materials may be used in our sensory experiences. While we make reasonable efforts to avoid products containing common allergens such as nuts, soy, dairy, or eggs, some materials may carry advisory labels indicating potential traces of these or other allergens.

Parents and carers must disclose any allergies, sensitivities, or anaphylaxis risks prior to attending a session. Wonder Seekers Sensory Play will make reasonable efforts to accommodate disclosed allergies where possible; however, accommodations cannot be guaranteed, particularly where notice is limited or materials have already been prepared.

Parents and carers are responsible for supplying and carrying any required allergy or anaphylaxis medication for their child at all times. Wonder Seekers Sensory Play accepts no responsibility for allergic reactions or medical incidents arising from participation in activities.

HEALTH & ILLNESS POLICY

Children and caregivers must not attend a Wonder Seekers Sensory Play session if they are unwell or displaying symptoms of illness. This includes, but is not limited to, fever, vomiting, diarrhoea, persistent cough, runny nose with fever, rashes, conjunctivitis, influenza, gastroenteritis, viral infections, or any other contagious illness.

If a child or caregiver becomes unwell during a session, Wonder Seekers Sensory Play reserves the right to request that they leave the session to protect the health and safety of other attendees.

No refunds will be provided due to illness. Rescheduling may be offered at the Provider's discretion.

LOCATION/ WET WEATHER/ HOT WEATHER

Session locations may vary, and the confirmed address will be provided via email prior to your session.

We aim to secure semi-shaded locations where possible; however, Wonder Seekers Sensory Play does not provide shade structures or fixed shelters. Parents and carers are responsible for ensuring their children wear appropriate sun protection, including protective clothing, hats, and sunscreen. Sun safety remains the responsibility of the parent or carer at all times.

Sessions may be held in public parks or third-party venues. Wonder Seekers Sensory Play is not responsible for the condition, maintenance, or safety of these locations, including surfaces, amenities, or surrounding areas.

In the event of wet weather, Wonder Seekers Sensory Play will attempt to secure an indoor location where possible. If this is not feasible, the session may be rescheduled. In the event of a heatwave,

extreme or unfavourable weather, or weather conditions deemed by Wonder Seekers Sensory Play to be unsafe or unsuitable, session times, locations, or dates may be changed to ensure the comfort and safety of attendees.

Written notice will be provided where practicable.

Please note that refunds will not be issued if an attendee is unable to attend a revised session time or location. Where possible, Wonder Seekers Sensory Play may offer rescheduling to an alternative session at its discretion.

FORCE MAJEURE

Should Wonder Seekers Sensory Play be prevented, delayed, or obstructed from fulfilling its obligations relating to weekly sessions due to events beyond its reasonable control, including but not limited to natural disasters, extreme weather events, war, strikes, lock-outs, floods, pandemics, public health emergencies, government restrictions, or any other event constituting a “Force Majeure,” Wonder Seekers Sensory Play shall not be deemed to be in breach of this Agreement.

During any such event, the obligations of Wonder Seekers Sensory Play will be temporarily suspended for the duration of the Force Majeure. Wonder Seekers Sensory Play will make reasonable efforts to notify parents or carers of the occurrence of the event, its expected duration (where known), and any changes to scheduled sessions, and will resume its obligations as soon as reasonably practicable once the Force Majeure has ceased.

If a Force Majeure event continues for a period exceeding thirty (30) days, either party may terminate this Agreement without penalty. In such circumstances, any prepaid but unattended sessions will be refunded. No refunds will be provided for sessions that have already been attended.

CANCELLATION & REFUNDS POLICY

In accordance with Australian Consumer Law, refunds or replacements are not required for change of mind or illness and will not be provided due to the costs associated with preparing and delivering each session.

If you are unable to attend a booked session, written notice must be provided at least 24 hours prior to the session start time to be eligible to request a reschedule. Failure to provide the required notice will result in forfeiture of the session. While we understand that life happens and children may become unwell unexpectedly, rescheduling is offered at the discretion of Wonder Seekers Sensory Play and is subject to availability.

Tickets may be transferred to another child or family for a single session, provided Wonder Seekers Sensory Play is notified in advance.

All booking changes or requests must be submitted via email to wonderseekerssp@gmail.com.

Wonder Seekers Sensory Play reserves the right to cancel a session if minimum attendance numbers are not met (fewer than five attendees), or due to provider illness, injury, or other unforeseen circumstances. In such cases, attendees will be notified as soon as reasonably practicable and offered appropriate options.

Wonder Seekers Sensory Play also reserves the right to cancel, reschedule, or relocate sessions due to abnormal weather, road closures, emergencies, venue unavailability, or other exceptional circumstances beyond our control. No refunds or compensation will be provided where a session is cancelled or altered for these reasons.

Venue changes, cancellations, or session updates will be communicated via Wonder Seekers Sensory Play's social media platforms (Facebook and Instagram). It is the responsibility of attendees to check these platforms for updates, which will be provided by 7:00am on the day of the session.

LATE ARRIVALS

If you arrive late to your booked session, the session will still run according to the scheduled start and end times. Late arrivals do not entitle attendees to extended time, refunds, credits, or compensation for any portion of the session missed due to late arrival.

MEDIA/ PHOTOGRAPHY/ SOCIAL MEDIA

Wonder Seekers Sensory Play may take photographs or short videos during sessions for use on its website and social media platforms (including Facebook and Instagram).

Media consent collected as part of the booking process applies **only** to images and recordings captured by Wonder Seekers Sensory Play. If you do not wish for you or your child to be included in Provider-captured media, you must indicate this at the time of booking or notify Wonder Seekers Sensory Play prior to the commencement of the session.

While Wonder Seekers Sensory Play will take reasonable care when capturing images and videos, it is not possible to guarantee that children will not appear incidentally in the background of photographs or recordings. Media preferences do not require Wonder Seekers Sensory Play to alter session structure, supervision arrangements, or the placement of activities or participants.

Parents and carers may take photographs and videos of **their own child only** during sessions. Families are expected to take child safety and privacy into consideration at all times when capturing or sharing images. Wonder Seekers Sensory Play is not responsible for images, videos, or content captured or shared by other attendees.

Parents and carers are welcome to tag Wonder Seekers Sensory Play on social media if they wish and may choose to grant permission for resharing of their own content at their discretion.

COMPETITIONS/ GIVEAWAYS

- The promoter of this competition is **Wonder Seekers Sensory Play** (the “Promoter”).
- This competition is in no way sponsored, endorsed, administered by, or associated with any third party or social media platform.
- All prizes are as stated, non-transferable, non-exchangeable, and cannot be redeemed for cash or any other form of compensation.
- In the event of unforeseen circumstances, the Promoter reserves the right to substitute any prize, or part of a prize, with an alternative of equal or greater value.
- The Promoter reserves the right to disqualify any entrant who, in its reasonable opinion, has breached these terms, acted unfairly, or engaged in conduct that undermines the spirit or integrity of the competition.
- The Promoter reserves the right to amend, suspend, or cancel the competition at any time where reasonably necessary. Any changes will be communicated via the competition details on the Promoter’s website or social media platforms.
- By entering the competition, participants agree to be bound by these Terms & Conditions and any additional conditions set out in the promotional material.
- Nothing in these Terms & Conditions limits or excludes any rights participants may have under Australian Consumer Law or other applicable legislation.

PRIVACY POLICY & ACKNOWLEDGEMENT

You acknowledge and agree that any personal information collected as part of the booking process or participation in sessions will be handled and protected in accordance with Wonder Seekers Sensory Play’s Privacy Policy, which is available on our website.

Wonder Seekers Sensory Play is committed to safeguarding the privacy, confidentiality, and security of your personal information and will take reasonable steps to ensure it is handled in accordance with applicable privacy laws.

UPDATES & AMENDMENTS

Wonder Seekers Sensory Play reserves the right to review, update, and amend these Terms & Conditions at any time. Any amended version will be published on our website and will apply to all future bookings from the date of publication.

It is the responsibility of the Client to review the current Terms & Conditions prior to booking.