



## **Terms and Conditions – The Bush Base**

*Please read our Terms and Conditions and Consent Agreement before your child attends, and where relevant, read them to your child to ensure that they understand the expectations of our programme.*

*Date reviewed: April 2025*

By registering your child at The Bush Base you do so in full agreement with these Terms and Conditions and acknowledge that you have read, fully understand and agree to the following:

### **1. Enrolment**

By enrolling your child, you agree to provide us with complete and accurate information regarding their health and well-being. You must not withhold or modify any details that could impact your child's or another child's ability to participate safely or hinder our staff from performing their duties effectively and safely.

#### **1.1 Changes, Absences, and Withdrawals:**

By enrolling and registering your child at The Bush Base, you acknowledge and agree to commit fully to the entire school term. Cancellations and no-shows significantly impact our program, including waitlists, administration, staff ratios, and resources. Once you have enrolled your child, you accept our Terms and Conditions and are legally bound to comply.

### ***1.1.1 Absences:***

No refunds are given for absences. Whether due to external commitments such as camps, events, or family holidays, no refund, make-up day, or alternative day will be provided. The full-term fees remain due, as stated above.

### ***1.1.2 Withdrawing from The Bush Base:***

To withdraw your child, you must provide written notice via email to [info@thebushbase.co.nz](mailto:info@thebushbase.co.nz) at least four weeks in advance. Verbal notice will not be accepted. If you fail to give the required notice and stop attending partway through the term, or do not show up in the following term without proper notice, you will still be invoiced for the four-week notice period.

Your child is welcome to continue attending during the notice period. A commitment to the full term is expected, and withdrawals or changes of mind mid-term cause disruption to staffing and planning. Please understand that no-shows and failure to provide notice significantly impact the finances of our small program and our staff personally.

Withdrawals made partway through the term do not guarantee a refund of paid fees and will only be considered in exceptional circumstances.

In rare cases, if your child is asked to leave The Bush Base due to harmful, unsafe physical or emotional behaviour, at the sole discretion of the owners, no notice will be required and no refund of fees will be given.

The Bush Base reserves the right to exercise this policy to prioritize the health and safety of all children and staff. We will not be liable for any loss or damage you may suffer as a result of exercising our rights under this clause.

## **1.2 Automatic Enrolment**

Enrollment will automatically renew each term unless you notify us via email that your child will not be returning for the following term. This notice must be provided in writing at least four weeks prior to the start of the new term. As a courtesy, we will send a reminder email to all parents four weeks before the current term ends.

If you choose to take a term off, please be aware that your child's spot is not guaranteed. There is no assurance that their place will be available when they return. However, we will make every effort to accommodate any requests.

### **1.3 Priority Enrolment**

Enrolled students will automatically roll over into the next term unless a 4-week notice is provided. Current students receive priority placement for the upcoming school term. Additionally, siblings of enrolled children will be given priority over new families joining.

## **2. Fees**

*One day per week (Mondays) \$750 for the applicable full school term plus a termly resourcing fee of \$20 per child or \$30 per family (when more than one child is enrolled).*

By enrolling your child at The Bush Base, you are committing to the full school term. Your child's spot is reserved for the entire term and cannot be reassigned to another child, even if your child misses some sessions. Therefore, you are responsible for paying the full term fee, not for individual sessions.

The term fee is \$750 (plus a resourcing fee) and applies regardless of the term length, which typically lasts 10 weeks, though it may sometimes be 9 or 11 weeks. Public holidays, when we are closed, may affect the total number of days, and we will inform you in advance. Please note that we do not offer casual or part-term attendance, so a full-term commitment is required.

When term fees are issued, an OPTIONAL donation can be made. While this donation is not expected, it is greatly appreciated as it helps support families and children who may not be able to afford the full fee, enabling them to access The Bush Base.

Please note that donations are made to a separate bank account from the term fees.

### **2.1 Discounts:**

We offer a 10% prepayment discount for paying for one year upfront and a 5% prepayment discount for paying for two terms.

## **2.2 Fee Changes:**

The fees for the current school term are set at the time of your child's enrollment and registration. However, we reserve the right to adjust the fees for future terms. Any changes will take effect at the beginning of the new school term.

## **2.3 Late Fee**

Your child must be picked up from The Bush Base at the agreed-upon time. A 15-minute grace period is allowed after the end of the day; however, if you are late beyond this period, an additional fee of \$15 per child will apply for every 15 minutes late, unless prior arrangements have been made.

## **3. Force Majeure Event**

For the purposes of these terms and conditions, a "Force Majeure Event" refers to an event or circumstance beyond our reasonable control (including, but not limited to, any government directive) that prevents or disrupts The Bush Base's operations. This may include events that we, at our discretion, determine make it impossible, difficult, or unfeasible for us to perform our usual obligations or deliver our programs as intended.

Notwithstanding any other provision in these terms and conditions, we will not be held liable for any failure or delay in meeting our obligations if the failure or delay is caused by or relates to a Force Majeure Event. This includes the duration of the event and any additional time needed afterwards for us to reasonably resume our operations and restart the classes.

Furthermore, we reserve the right to deliver our programs differently during a Force Majeure Event. This could include remote or virtual activities, emails, video-based learning, or online classes and content delivered through other telecommunications methods.

In the event of a Force Majeure Event, we will not be required to provide refunds, credits, or discounts for classes that your child misses, is unable to attend, or that we are unable to deliver. Additionally, a Force Majeure Event will not cancel, excuse, or suspend your obligation to pay the fees.

## **4. Invoices**

An invoice for the term fees will be emailed to you before the start of the school term, along with payment instructions. Payment is due within 7 days of the invoice date, and the full fee must be paid before the term begins to secure your child's spot. If payment is not received in advance, your child's place will be offered to someone on the waitlist.

In some cases, we may agree to a payment plan upon request, allowing payments to be made weekly, fortnightly, or monthly. This must be arranged in advance and will incur a 5% (prior to any discounts) administration fee due to the additional processing required.

We accept cash and internet banking for payment. A receipt will be provided upon request.

### **4.1 Overdue Invoices:**

As a small family-run business, we rely on timely payments to operate smoothly. We appreciate your cooperation in helping us provide this service to you and your family.

Interest on overdue invoices will accrue daily from the due date at a rate of 1.2% per month until paid. If payment is not received by the due date, you agree to cover any costs and expenses we incur in recovering the debt, including legal fees on a solicitor-client basis and collection agency charges.

If you breach any obligation, including payment terms, we reserve the right to suspend or terminate your child's enrollment, absolving us of any further obligations under these terms. We will not be liable for any loss or damage resulting from the enforcement of this clause.

If fees remain unpaid or overdue for more than 4 weeks, your child will be automatically withdrawn from the program. An additional 2 weeks' fees will apply to cover administrative costs related to the withdrawal.

Requests for a payment plan for overdue fees will be considered on a case-by-case basis. Failure to settle outstanding fees will result in the matter being referred to a third-party collection agency.

## **5. Consent Agreement**

At the time of enrollment, it is important that the Consent Agreement is read thoroughly. Please see the Consent Agreement at the end of this document. By registering your child, you acknowledge that you consent to their participation and understand what The Bush Base offers.

## **6. Communication**

We are available by email or by texting/calling 021 027 89641. Our staff are on hand every morning and afternoon to discuss anything with you. We value open, honest, and transparent communication, and prioritize collaboration and partnerships with whānau.

## **7. Parent Involvement**

We greatly value parent input and the sharing of expertise. If you or a family member have a skill, resource, or hobby that could be useful at The Bush Base, we would love for you to share it with us.

As a small community program, we truly appreciate when families can contribute to volunteer days or participate in “working bees” in the garden. These are scheduled as needed, and any support is always welcome.

While we do not expect parents to stay during the day, you are an important part of our community, just like your child, and you are welcome to stay as long as it works for you and your child. When it comes time for parents to say goodbye, we understand that separation can be difficult for many children, especially on their first day. Our staff are skilled and experienced in facilitating this transition, offering support tailored to each child's needs. Please let us know if your child may require extra support during their transition to The Bush Base.

If any parents or grandparents have more availability, we welcome regular parent helpers. We appreciate additional help and support, as long as helpers understand that this role involves supporting all children at The Bush Base, not just their own, and are comfortable with our philosophy. If you're interested in assisting regularly, please let us know.

## **8. Photos**

We would love to take photos of what we are doing at the Bush Base and share them with the families involved. We will not share photos of any children publicly, but will make a private Google Photos folder that is shared with the parents of currently enrolled children. If you do not want photos of your children in this folder, please opt out on your enrolment form.

## **9. Wellbeing, Safety, and Medical Consent**

The safety, well-being, and experience that all children have when they attend The Bush Base is paramount. A duty of care and all reasonable measures have been taken to ensure your child's safety. In the event of an unexpected injury or if your child becomes unwell, we will contact you and/or the relevant medical authorities promptly. All appropriate steps will be taken to ensure the child is safe. Any medical costs will be solely your responsibility.

Children attending The Bush Base must come prepared and should be dressed appropriately for the season and weather. This includes a change of clothing, suitable footwear, a sun hat, sunscreen, a waterproof jacket, and appropriate warm clothing in winter.

Parents will be notified immediately if children arrive unprepared, and it will be the parents' responsibility to return with the necessary clothing.

Each child must have their own water bottle and plenty of lunch and snacks.

Boundaries, safety guidelines and safety expectations are communicated clearly before any activity takes place. General guidelines are visible on signage. Please become familiar with these.

Children may be taken on short, local walking excursions as part of the learning program. These will always be supervised and follow our excursion policy. Parents will be notified of special outings beyond the local area.

We regularly review our safety expectations with students. This includes advising/reminding children of boundaries, safe tool use, expectations and routines.

The Bush Base will take all reasonable measures to ensure your child's safety. If your child acts outside of the instructions given to them, then they do so at their own risk and they may be instructed to leave the activity

In the unlikely case that a child becomes aggressive, threatening or violent and staff are concerned for the safety of the child, other children or staff members, the Director will be

required to take necessary measures to protect those involved and prevent the situation from escalating. This may include: calling parents to collect the child or redirecting the child from the area/situation.

All policies and our Health and Safety Management Plan are available upon request.

In an emergency, The Bush Base may act on behalf of your child, including calling an ambulance or driving to emergency care if needed. Staff may administer pain relief unless otherwise indicated (You can choose to give permission for this in the enrolment form). If prescribed medication needs to be administered, a designated adult will be assigned to do this. It is the parent's responsibility to ensure that prescribed medication is clearly labelled, securely fastened and handed to the designated adult with instructions on its administration. You must inform The Bush Base as soon as possible of any changes in medical or other circumstances of your child. You will be responsible for any medical costs for your child not covered by ACC or a community service card.

## **9.1 Sickness**

Children exhibiting symptoms of infectious illnesses—such as vomiting, diarrhoea, fever (38°C and above), persistent crying, difficulty breathing, persistent coughing, runny nose, or any other signs of illness—must not attend. Children must be symptom-free for 48 hours before returning. For guidance on infectious diseases, please refer to this website: <https://www.health.govt.nz/resource-table/table-infectious-disease>

## **9.2 Risk**

We take the health and safety of every child seriously at The Bush Base. At all times, at least one staff member will be on-site with a current First Aid Certificate. We will implement all reasonable precautions to protect the children from hazards that may require medical attention or pose any risk to their safety. While we take steps to minimize the risk of accidents, by enrolling your child, you understand that outdoor activities carry risks that cannot be completely eliminated. We encourage you to ask any questions if you wish to better understand the activities and experiences before deciding whether your child should take part.

Each day, we complete an "On-Site Risk Analysis Checklist" to review existing hazards and assess any new risks that may arise. We will identify any potential risks and take appropriate measures to eliminate or reduce them.

Participation in activities at The Bush Base is voluntary, and children are encouraged to engage at a level that challenges them. We support the concept of 'challenge by choice,'

teaching children to assess risks safely and take calculated risks. Our philosophy encourages children to engage in play that helps them learn to evaluate risks on their own. Minor bumps and grazes are considered acceptable as part of these learning experiences.

If an injury or accident occurs that requires staff intervention, an incident report will be completed, and a copy will be provided to the parent or guardian at the end of the day. In the event of a serious injury or accident requiring outside medical assistance, staff will make every effort to contact the designated emergency contacts as quickly as possible, once it is safe to do so.

While The Bush Base has a duty of care to your child and will take reasonable care of their property during their session, we cannot be held responsible for any accidental injury associated with normal childhood play or for any loss or damage to property.

### **9.3 Attendance Register**

Children's attendance is recorded at the sign-in table at the start of each day, where you will sign to confirm their attendance. If your child will be absent on a day they are scheduled to attend, you must notify The Bush Base as soon as possible by text at (021) 027 89641 or by email at [info@thebushbase.co.nz](mailto:info@thebushbase.co.nz).

You agree to provide a list of individuals authorised to collect your child, as well as those who are not permitted to do so. Please ensure that you sign your child out when collecting them.

Parents or caregivers must personally inform the staff member in charge if someone else will be picking up their child at the end of the day.

### **9.4 Vulnerable Children Act 2014**

The Bush Base follows the required procedures outlined in the Vulnerable Children Act to ensure that all employees are suitable to work with children and that no child is placed in a vulnerable or risky situation. Any parent, volunteer, or contractor involved with The Bush Base will be asked to adhere to our procedures in accordance with the Vulnerable Children Act 2014. Volunteers or contractors who have not undergone a background check, including a police check, will not be left unsupervised with any child.

## **9.5 Privacy Act 1993**

All personal information collected by The Bush Base is kept confidential and will only be used for the purpose of creating and maintaining records related to your child's participation. Personal information will only be shared with another education or health professional with prior consent from the child's parents.

You have the right to access the information we hold about your child at any time and may request changes or corrections in accordance with the Privacy Act.

## **10. Disclaimer**

By registering or enrolling your child, you confirm that you have read, understood, and agree to these Terms and Conditions. The Bush Base reserves the right to cancel or withdraw any child's enrollment if these Terms and Conditions are not followed.

## **Declaration**

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I confirm that I am the parent/legal guardian of the child registered for The Bush Base and grant permission for my child to attend the programme. I understand that the Bush Base staff will take all reasonable precautions to ensure the safety of my child.

By registering my child for this programme, I am agreeing to these terms and conditions.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Consent Agreement

As the parent or caregiver of the child attending The Bush Base and participating in its activities, I agree and acknowledge the following:

- I understand that all reasonable measures have been taken to reduce hazards and that a duty of care is provided to ensure the safety and well-being of my child while participating in The Bush Base programme activities.
- I recognise that there are inherent risks associated with outdoor learning that cannot be entirely eliminated. I am aware that I can ask The Bush Base any questions to better understand the activities before deciding whether my child will participate.
- I acknowledge that The Bush Base has implemented reasonable and practical steps to ensure my child's safety, including comprehensive health and safety systems and processes.
- I understand that The Bush Base will provide clear boundaries, instructions, and expectations for my child while participating in activities. If my child deviates from the instructions given, I accept that they do so at their own risk and may be asked to leave the programme or activity.
- I understand that as part of weekly activities, educators may take children on supervised walking excursions in the immediate neighborhood (within 750 meters of The Bush Base). These excursions are always risk-assessed and appropriately staffed.
- I have received sufficient information to make an informed decision about The Bush Base.
- Should I require additional information regarding the activities, philosophy, or policies, I understand it is my responsibility to request this from The Bush Base staff.
- The Bush Base will promptly communicate with me should my child require medical assistance or treatment. In an emergency where I cannot be reached, I understand that staff may seek further medical advice if necessary.
- I understand that I can choose whether to give consent for photos and videos of participants at The Bush Base to be shared with the parents of other participants when I complete the enrolment form. I am aware that I can update my photo permissions at any time by emailing [info@thebushbase.co.nz](mailto:info@thebushbase.co.nz).
- I am aware that a copy of The Bush Base Health and Safety Management System is available to me at any time.
- If I have any questions or concerns regarding The Bush Base, its staff, programme, or policies, I agree to address them directly with the owners to clarify or resolve the issue.
- I have read and understood the Terms and Conditions and the website information provided by The Bush Base.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_