

# Wild School - Terms and Conditions

As parent/legal guardian please ensure that you have read this Terms and Conditions document prior to enrolling your child in a Wild School/Wild Kindy/Holiday Programme. By ticking the box on the enrolment form, you are confirming your full agreement to all of the following Terms and Conditions of the Whakatipu Wild School Charitable Trust (the entity is referred to as WS in this document).

## **Enrolment: Wild School, Wild Kindy, Holiday Programme**

At the time of enrolment, you understand that all information and details you provide regarding the health and wellbeing of your child are true and accurate. You have provided all relevant information, and not withheld or altered any information that may affect or limit your or another child's ability to participate safely and fully, or limit a staff member from being able to safely and fully undertake their role. (Our compliance with the Privacy Act 2020 is outlined below).

#### Communication:

We encourage and value open communication. We value transparent collaboration with family, to nurture your child's holistic development. Educators are available every morning and afternoon for you to speak to them about your child's progress.

Each child grows at different rates, depths and development markers vary. Educators agree that the learning cycle is a very individual process, and depends on multiple factors within each child. WS uses no blanket assessment or comparison between children for this reason. Rather, each child is recognised as being on their own journey of growth.

At the end of our WS days, kids and teachers reflect together on learning. Our teaching team also gathers at the end of the day to reflect and evaluate. Notes are written to support learning, planning and evaluation. This informs our emergent curriculum progression.

A criteria for children attending WS programmes is that they can clearly communicate their needs, and understand simple instructions. Inclusivity is a value of WS, and the requirement around communication skills is to ensure that health and safety is maintained in WS's dynamic environments, where real risks are inherent.

## Well-being and Safety

Through all programmes WS holds the well-being and safety of each participant in paramount importance. All reasonable measures have been taken to ensure the safety of your child. If an unexpected injury or illness arises, WS will contact you and/or the appropriate medical support required promptly. By signing these Terms and Conditions, guardians agree to allow WS to call emergency services to attend if WS staff have sufficient evidence to believe your child requires such attention. All reasonable steps will be taken to ensure your child is safe in this process. All medical costs will be solely the responsibility of the parent.

Each day, children attending our programmes must arrive prepared for the day by wearing appropriate clothing for the climate and weather. This includes a full change of clothing, comfortable shoes, a full water bottle, lunch and snacks. In summer, each child needs sun protection through appropriate clothing and a sun hat (parents can apply sunscreen prior to starting, and include additional sunscreen in children's bags). In winter, please add in extra wool or merino layers, gloves and socks, plus a warm beanie. While the WS team

monitors weather forecasts closely, please ensure your child is equipped with warm clothing, as weather and temperatures in our region can change quickly.

If a child doesn't have what they need, parents will be notified, and it is the parent's responsibility to come back with the necessary items.

(Also see Adverse and Extreme Weather).

## Drop off/Settling new children:

Our sessions run 9am to 3pm. Thank you for dropping off your child at the correct time. This ensures our day starts smoothly and collectively.

If your child is having their first experience of being cared for in a group setting, please let us know, so our team can be aware during their settling period. For new children, especially 3 year olds, WS encourages parents to start with slow drop offs. For their first few sessions, play with your child at drop off, to help their settling process. Showing your child where the toilet is, and using the toilet together will also help with developing independence. Usually by our morning snack time (10am), children are ready to say a confident 'see you later' to their parents.

Prior to coming, ask your child to help you pack their backpack. Through that process, they will be more aware where to find their spare clothes, lunch and water bottle.

Once your child is settled into WS programmes, we do not encourage parents to prolong the drop off process. Our goal is that your child builds self-confidence and independence, and for this to happen they require the chance to explore and become familiar at their own pace. WS also recognises that each child has different needs, and WS's trained staff have honed skills in supporting each child's transition into the day. Please let us know if your child may need greater support as they begin the sessions with us, and we will create a plan with you to support your child.

## Late pick-up fees:

Your child must be collected from WS programmes at the notified pick-up time. A grace period of 15 minutes is given, but following that you will be charged \$15 per child for each 15 minute period you are late, unless prior arrangements have been agreed upon. As per WS policy, two staff members are required at any time a child is present. Thank you for being prompt to collect your child.

## Fee changes:

WS reserves the right to alter fees for future sessions. Fees will be clearly stated at the time of enrolment.

#### Adverse and Extreme Weather:

While WS aims to develop resilience in each child, we are also mindful of the powerful impact weather conditions can have physically and emotionally. On days where the forecast includes sustained wind, rain, snow, cold temperatures, or electrical storms, our first preference is to book a local indoor venue. We have a selected range of pre-risk assessed options, and all effort is made to secure those indoor venues in time for our programmes to continue as usual. In the event that we re-locate to the indoor venue, WS aims to notify parents via text between 6pm and 7pm the night before.

In the event of adverse and extreme weather, the decision to cancel a session is made with careful consideration based on the latest weather forecast. In circumstances where weather is deemed to be adverse, and transport of staff and families is compromised, the session will be cancelled and families notified. WS will endeavour to communicate cancellations the night before the scheduled session, but at the

very latest, parents will be notified by 7am on the day. In most circumstances, if schools are closed, WS will be too.

In the unlikely event that all of our pre-approved indoor venues cannot be booked, WS reserves the right to cancel the session, with parents being notified as above.

For our term-time programmes (Wild School and Wild Kindy): Fees will not be altered for one cancellation day in a school term. Any subsequent cancelled sessions within the school term will be credited to your family for future Wild School sessions.

#### Force Majeure Event:

In these Terms and Conditions, a 'Force Majeure Event' is defined as an event or occurrence which is beyond our reasonable control (including any government directive) that causes any disruption to our programmes. WS has the discretion to call an event or occurrence a Force Majeure Event if it deems the performance of usual WS obligations or the ways in which programmes are usually delivered are impossible, onerous or unviable. WS is not liable for any failure or delay in complying with any obligation in these Terms and Conditions that arises or relates to a Force Majeure Event or any time following, where WS is affected. All reasonable effort in the circumstances to recommence our operations will be taken, to meet our obligations, in order for programmes to recommence.

Notwithstanding the foregoing, WS reserves the right to deliver our programmes during a Force Majeure Event in a different way than usual (such as, without limitation, virtual learning experiences and activities, email, video experiences and activities, classes delivered online). WS will not be required to refund, credit, reduce or discount fees for days your child misses or is unable to attend, in any Force Majeure Event. Nor will a Force Majeure Event excuse or suspend parents' obligation to pay fees.

## **Emergency Contacts:**

At the time of enrolment, a legal guardian must fill out the enrolment form. The form requires 3 emergency names and their contact phone numbers. In the event of an injury/incident/emergency, all effort will be undertaken to contact the persons listed in the order that they are listed. The legal guardian is responsible for ensuring that those listed are capable and trusted to make decisions for their child in their absence, including potentially picking their child up if needed. It is the responsibility of the legal guardian to update the emergency contact details if changes occur.

#### Persons allowed pick up/not allowed contact:

On enrolment, a list of specified people who can collect your child has been noted. If an unforeseen event occurs and a stand-in person needs to collect your child, please inform WS either in person or via text during the day.

Any persons who are not allowed to collect your child can also be listed on the enrolment form. Parents/guardians are responsible for updating this information in writing, if circumstances change.

## Locations/Walking adventures/Excursions:

WS operates in various locations, including taking walking adventures, sometimes involving public transport. WS Policies are applicable in all WS locations, wherever WS is operating. Parents will be informed of key play spaces at the start of the term, in the WS Whanau Information document. WS may add more locations to these play spaces during the term.

On occasions where WS takes walking adventures from the original play space, parents can always contact staff via phone.

On occasion where WS takes public transport away from the original play space, parents will be informed prior to the excursion, and WS staff will remain contactable via phone.

#### **Consent to Participate:**

On enrolment, the Consent to Participate must be read carefully. Parents are responsible to ask any questions they have of a staff member. By signing the enrolment form, parents acknowledge and consent to their child participating.

Each morning, staff share boundaries, safety rules and expectations with the group, this will also occur before new activities take place. We regularly discuss safety rules with participants, including reminders of expectations and boundaries, and the reasons for them.

WS will reiterate clear boundaries, instructions and communicate expectations while children participate in experiences. If a child acts outside of the instructions given to them, then parents acknowledge their child does so at their own risk and they may be instructed to leave that activity or programme.

In the same way, if a child's behaviour becomes threatening or aggressive, and WS staff become concerned for the safety of that child or any other participants, the Lead Educator will do everything reasonable to ensure the safety of all those involved. To de-escalate a situation, the child may need to be physically removed from the situation, and parents may be called to collect their child. Our full Health, Well-being and Safety Policy is available to view.

## Risk:

WS views the health and safety of every child, staff member and visitor to our programmes with utmost importance. Staff inductions and continual training, updates of policies and planning dovetail to ensure that safety protocols govern daily routines, and that children do not experience harm. WS staff are trained in the experiences we offer. Even though WS takes all practical steps to reduce and mitigate harm, there is inherent risk in some of the experiences your child may choose to participate in. By reading and ticking the Consent to Participate box on the enrolment form, parents acknowledge this inherent risk.

WS is based on the philosophy of 'challenge by choice.' Each child chooses what experiences they engage in, and to what level they participate. Educators encourage students to participate at a level that incrementally increases the sphere of their comfort zone, and challenges children to assess their own safety and calculated risk. In situations where children are processing risk, WS staff will intervene through conversation to allow children to see additional hazards and consequences.

WS takes all reasonable care for your child and their property during our programmes, but will not be held responsible for any loss or accidental damage to their property, nor any accidental injury associated with normal child play.

Risk that is usually inherent in our WS programmes includes (but not limited to) play at heights (tree climbing etc), play at speed (sledding, running, etc), play/work with tools (hammer, saw, whittling tools etc), play near/in water (rivers, lakes, water play), and play that includes role-play and rough and tumble.

Parents are responsible for informing WS staff of specific needs their children have that may impede on their safety/the safety of others. This may include a physical injury, hearing impairment, developmental delays, a history or proclivity towards absconding, communication challenges (either languages spoken, or a delay in communication development), and defiant behaviour.

Please note that even though Wild School has the word School in the title, we are not subject to the NZ Ministry of Education policies or requirements. Parents are welcome to view key WS Policies.

#### Privacy:

Complying with the Privacy Act 2020, WS holds all personal information as confidential. Personal information will only be used for the records and operation of our programmes.

Personal information will only be shared with prior written consent from parents.

Parents are welcome to review information held on your child at any time.

#### Data collection for training and publicity:

WS continually upskills staff, both within our teaching team and in other settings. The anecdotes and notes we record of each child's learning progress is an essential part of how we impart meaningful knowledge to teachers. Information about a child will never disclose an individual's name or identifying details. Some of this data may be used for our obligations as a registered Charity, publicity purposes, obtaining grants/donations, and for reviewing WS programmes.

#### Photos, media and internet:

WS reserves the right to take and use photos and videos for learning documentation, data collection and publicity purposes. Through enrolling, parents give or do not give consent to photos and videos being taken of their child, by selecting the preference on their enrolment form. If your preference changes during your time with WS, please let us know via email.

#### Children's Act 2014

All employees of WS have been deemed by the Trust to be suitable to work alongside children, and the procedures of the Children's Act 2014 have been followed. Systems are in place so that no child will be put in a vulnerable position or at risk.

Regular long term visitors undergo a NZ police background check.

WS will ensure that visitors have read and signed our Parent Help Information and Declaration. This Declaration states that visitors or parent helpers will not be alone with any child.

#### Disclaimer:

At the time of signing the enrolment form, parents confirm that they have read, understood and agreed to these Terms and Conditions.

In a situation where parents or a child have not complied with these Terms and Conditions, WS reserves the right to cancel or withdraw any child's enrolment, without reimbursement.

#### Fees: Holiday Programme

Upon enrolment to the Holiday Programme, parents will be emailed an invoice with payment instructions. Parents are responsible to check the enrolled dates on the invoice, so their child attends WS programmes on the correct days.

Fees are to be paid prior to attending.

NO REFUNDS, credits, or day exchanges will be made for changes or cancellations to bookings.

#### Fees and payments: Wild School One Day Nature Programme, Wild Kindy

Upon enrolment parents understand that WS requires a commitment for the full school term. As your child's place has been set aside for them every week during the term, their place cannot be filled by another child if you choose for your child not to attend. Therefore parents are required to pay for the full school term, and not for individual sessions. Fees ensure WS is equipped to operate within their Health and Safety systems, and for that reason fees need to stay up to date.

A 3 week paid trial is available so that children can have a taste of WS, and parents can feel confident that the WS values match their family values. The invoice for the 3 week trial can be sent separately if preferred, and is charged at our daily fee rate.

WS fees will be emailed to parents prior to the school term beginning, and payment instructions are written on each invoice. Payment is required within 7 days of the date of the invoice. By prior arrangement fees may be paid in fortnightly installments, please email us prior to the term starting, to arrange.

We prefer internet banking. Please discuss with us if you require a different method of payment.

Interest on overdue invoices shall accrue daily, until the date they are paid, at a rate of 12% p/a. At any time where a parent's obligation, including payments, are breached or unmet, WS may suspend or terminate this agreement and your child's enrolment. WS will not be liable to you for any loss or damage faced because WS has exercised rights under this clause.

A child will be automatically removed from the One Day Nature Programme roll, should their fees be overdue by 4 weeks. Failure to pay outstanding fees will result in a third party collection agency being instructed to collect the outstanding amount, as well as incurring all debt collection costs.

A sibling discount is available at 20% discount for the second sibling. Sibling discount is for our term time programme only and not available for our Holiday Programmes. Please contact us for a sibling discount to be applied.

School terms vary each year, and from school to school. WS will set appropriate dates and inform parents in a timely manner of the operating dates each term.

## Absences, withdrawals and day changes:

By enrolling in a WS programme, you acknowledge and agree that you are committed to your child attending for the sessions booked. No-shows and cancellations cause a significant effect on our staff ratios and resourcing, our wait list, and administration. Once enrolled, you have committed to and are bound to comply with our Terms and Conditions.

NO REFUNDS, credits, or day exchanges will be made for changes or cancellations to bookings, including if children are sick.

#### **Transfer of Davs**

Parents may desire to transfer the ongoing day their child attends the One Day Nature Programme. The day may be transferred prior to the commencement of the new school term, or when space allows. Any change to the enrolment will be made by agreement between the WS team and the family requesting the change of day. Day changes are made on a case by case basis, where WS deems appropriate, and if a place is available. While WS makes reasonable efforts to transfer days, a transfer is not guaranteed.

#### **Priority: Wild School/Wild Kindy**

Currently enrolled children have priority placement for the following school term, and will be given first choice to continue with their selected day, or to change their day of attendance.

If you wish for your child to be included in Wild School/Wild Kindy for the following term, you will be prompted to express that to us around week 6 of the term. This allows us to make the appropriate alterations if necessary in staffing, equipment and logistics to ensure the smooth continuity of the programme. WS will make every effort to gain a response from each family about re-enrolling. If no response is given, the space may be offered to another child.

Siblings of children attending WS Wild School will receive priority over a new family joining WS, depending on spaces available on the day the first sibling is enrolled.

Wild Kindy spaces will also take into account the age/developmental level of new children enrolling, and how that will interact with current group dynamics. All children attending WS programmes need to be toileting independently, and no longer having day naps. Conceptual awareness of the play space boundary (usually marked by cones) is critical to enrolment, and our ability to ensure safety of the group.

#### Roll:

WS takes the roll at the beginning of Wild School/Wild Kindy. This information is available to your child's school for their legal obligations around recording attendance.

If your child will be absent from their allocated WS day, you must notify your child's school through the usual process. Please also notify Sarah prior to 8am, on 021 1606 112.

#### **Parent Involvement:**

WS values the depth of strengths, skills and characters in our whānau community.

We welcome parents/family members over the age of 18 who have specific skills in bushcraft, nature experiences, local history, Māori tradition and culture, woodwork, or resources or hobbies that you are willing to share with the group. Visitors to the programme must be scheduled in advance, please email us in advance to arrange. All visitors will comply with our Visitor Policy, where they will at all times be in sight of a staff member where children are present.

Our Child Protection Policy states that no parent/guardian/helper who is currently under investigation for offenses in relation to a child or young person, or has a conviction for offending against children or young persons, will be permitted to join our group for our sessions. Prior to a parent helper joining us for the day, they are emailed an outline of our daily routine, rules and guidelines. Parent helpers sign that they are clear of any investigation or convictions, and agree to abide by WS policy.

Some parents or grandparents may wish to become a regular parent helper. We welcome support with specific tasks, or throughout the day. We are also very grateful for parents who share their professional support with us. If you would like to assist regularly, please speak to Sarah or Morgan.

## **Donors and Donations:**

We are extremely grateful for parents and businesses that wish to donate or sponsor WS. This may be in advice, services, product or financial donations. We also offer a 'buy one, gift one' donation where you can sponsor a child's full term programme. As we are a registered New Zealand Charity, donations can be claimed as tax credits at the end of the financial year. See the IRD website for their conditions. If you would like to support, please email us!