

## 1.0 AGREEMENT

1.1 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" or "Host" (name listed below), and Wild Flow Wellbeing (ABN 76 573 206 197), 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.

1.2 By booking a session or event with Wild Flow Wellbeing, 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.

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

2.0 SERVICES PROVIDED 2.1 The provider agrees to organise and facilitate any combination of the following, Yoga, Mindfulness, Nature Yoga, Nature Craft, Laughter Yoga, Wellbeing Workshop, Yoga Wellbeing Walk, Nature Yoga Birthday Party or event as agreed by both parties.

2.2 The services being provided include planning & organising the activities, setting up, cleaning up, and providing the use of materials and equipment as required.

2.3 The event will run for the agreed time, stated on your invoice and confirmation email, where there after the provider will commence cleaning up. While we are not obliged to carry out a detailed clean of the area, we will endeavour to dispose of any rubbish and mess to the best of our ability. Cleaning and pack up time may vary however we will endeavour to be completed and off site within 1 hour of the booking finish time

3.0 OUR CREDENTIALS 3.1 Wild Flow Wellbeing is insured for Public Liability and Professional Indemnity and the owner (Danielle Simpson) holds a current Working with Children Card (blue card) as well as First Aid and CPR qualifications and the relevant Yoga and additional Certifications.

## 4.0 PAYMENT TERMS

4.1 A \$50 non refundable booking deposit is required, to be made via direct deposit or online via Xero when returning Agreement. This deposit is necessary to secure your booking.

4.2 Once all party details and any extra inclusions are confirmed, an invoice for the remaining balance will be sent to your provided email address, complete with payment details. The final payment, covering the remaining balance, must be settled no later than 14 days prior to your event.

4.3 Should the payment not be processed by the stipulated deadline, Wild Flow Wellbeing reserves the right to call off the party or event.

4.4 Booking fees are exclusive of GST

## 5.0 TRAVEL FEES

5.1 We understand the convenience that our services offer when they are accessible to you, which is why we offer travel services to areas outside of our primary location in Wynnum 4178. However, to cover the costs associated with travel, we have implemented the following travel fees: For every kilometre travelled outside of a 20km radius from our base at Wynnum 4178, an additional fee of \$2.00 per kilometre may apply. This fee is designated to cover the cost of transport and time consumed to reach your location.

5.2 These fees are required to be paid in advance, at the same time as when the session or event booking is made. This ensures that we can plan our resources and schedules effectively, and continue to provide high-quality services to all our clients. We appreciate your understanding and cooperation with regard to these travel fees.

5.3 Please note that these travel fees are in addition to the cost of the session or event booked. They are non-refundable and cannot be waived or adjusted. We thank you for your understanding and look forward to bringing Wild Flow Wellbeing to your location.

## 6.0 PARTY DETAILS – THEME, ACTIVITIES & CUSTOMISATION

6.1 Wild Flow Wellbeing will endeavour to align its programming and activities as close as possible with your preferred choices.

## 7.0 SUPERVISION & SAFETY

7.1 It is a requirement of our insurance policy that we be in attendance at the event. Small children under 4 must not be left unattended, and parents are accountable for their actions. All materials are intended for use under consistent parent/carer supervision including with interactions with other children and participants

7.2 The Provider will take all necessary precautions to ensure a safe play environment, however, the Client acknowledges that sensory play activities may include items that can cause falls, slips or allergic reactions. It is the responsibility of the Client to advise the Provider of any allergies prior to the party. Parents of the children with the allergy bear full responsibility if an allergic reaction was to occur. Wild Flow Wellbeing is not responsible for any injuries that may occur, and personal injury claims should be addressed through your personal insurance.

## 8.0 Respect for the Environment:

8.1 You agree to help maintain our commitment to sustainability and respect for nature. This includes disposing of any waste responsibly, respecting the natural components used in our sessions, and encouraging your child/children to do the same.

8.2 Compliance with Health and Safety Guidelines: You agree to abide by all health and safety rules and instructions provided by Wild Flow Wellbeing staff. This includes maintaining cleanliness, using provided sanitation facilities, and reporting any accidents or incidents promptly.

8.3 Respect for Others: You agree to respect the rights and personal space of other attendees and staff of Wild Flow Wellbeing. Any form of harassment, bullying, or discrimination will not be tolerated.

## 9.0 Property:

9.1 You agree to take care of your personal belongings.: Wild Flow Wellbeing will not be held responsible for any lost, stolen, or damaged personal items.

#### 10.0 Photography:

10.1 While we understand the desire to capture precious moments, you agree to respect the privacy of others by not taking photos or videos without their prior consent. By booking a party/ event with Wild Flow Wellbeing, you are acknowledging and agreeing to these responsibilities.

#### 11.0 LOCATION/ WET WEATHER OPTIONS

11.1 Wild Flow Wellbeing is responsible for providing safe and suitable locations for certain events and takes all due care. If Wild Flow Wellbeing is unable to relocate to an alternative location in wet or inclement weather and the location is unsafe to proceed Wild Flow Wellbeing will take full responsibility and issue a refund for the ticket or a transfer

#### 11.2 Wet Weather Cancellations - Birthday Parties & Private Events

Refunds will not be given in the event of a cancellation due to wet or inclement weather. It is the responsibility of the booking party to find an alternative suitable location within 10kms of the original location and communicate that as soon as possible to Wild Flow Wellbeing (extra travel fees may apply as per our travel terms)

If an alternative location cannot be found and the party needs to be rescheduled, the Party Fees will be transferred to an available date in the next 30 days or forfeited

#### 12.0 Public Party Location

If you are hosting the party in a local park, it is your responsibility to ensure that there are no booking requirements as required through your local council. Any fees associated with a 'bookable site' are the responsibility of the Client.

#### 13.0 PROVISION FOR WATER AND AMPLE SHADING:

13.1 By agreeing to these terms, you commit to providing sufficient access to water. This water will be used for various activities, including, but not limited to, refilling activity stations and handwashing. It may also be used for general consumption by the Wild Flow Wellbeing host and guests if required. Moreover, you agree to ensure that there is ample shade in the activity area for all attendees. This commitment is critical to maintain the safety and well-being of all participants, especially during high temperature conditions. Be aware that certain equipment, including trays and tables, can become excessively hot to the touch, thus necessitating a shaded environment.

13.2 If an event is being held in a park, it's essential to have access to a tap, not just a sink, to ensure we can refill water stations as needed. Natural shade from trees is deemed adequate to provide a sheltered space for our sessions.

#### 14.0 ACCESSIBILITY TO VENUE

14.1 You acknowledge that your selected venue must be conveniently accessible by a trolley. This is essential for the smooth transportation of equipment and materials for the event.

14.2 If an event is being hosted at a house, we request that side access be available, where possible. This allows for easy transportation of our materials and equipment, ensuring a smooth setup and pack-down process for our team.

#### 15.0 CHANGES/ MODIFICATIONS

16.1 We understand that unforeseen circumstances can arise, including challenges with weather, timing, and locations. We ask that you convey this information to us with sufficient notice so we can amend our planning accordingly.

15.2 Any changes or modifications to the details of the event must be sent in writing no less than 14 days prior to the scheduled event.

15.3 The Provider will ensure all reasonable efforts are made to accommodate changes, however, an extra charge may apply depending on the nature and extent of the modifications.

15.4 In the event of unforeseen circumstances on the day of the party, such as sudden weather changes or unexpected issues with the venue, please inform us immediately. We will do our best to adapt and make necessary adjustments to ensure the event can proceed smoothly.

16.5 Any last-minute changes requested less than 14 days prior to the event will be considered on a case-by-case basis and are subject to availability and additional charges. In the event of unforeseen circumstances, the provider will work with the Client to make the best possible adjustments. However, please note that some activities or setups may not be feasible to change at short notice.

#### 17.0 CANCELLATION & REFUND POLICY

17.1 Wild Flow Wellbeing is committed to providing the best service in a timely manner. We understand that situations can arise in which you may need to cancel your appointment. However, due to preparation time/costs and limited availability, please be aware of the following cancellation requirements:

17.2 Cancellation by the Client more than 14 days prior to the event: All money refunded, except the \$50 non-refundable booking deposit. This refund will include any monies paid for party favours (unless they have already been purchased)

17.3 Cancellation by the Client between 14 - 7 days prior to the event: 25% of the party fees will be retained by Wild Flow Wellbeing, plus the \$50 non-refundable booking deposit. The remainder of the party fees will be refunded.

17.4 Cancellation by the Client less than 7 days prior to the event: 50% of the party fees will be retained by Wild Flow Wellbeing, plus the \$50 non-refundable booking deposit. The remainder of the party fees will be refunded.

17.5 Cancellation by the Provider: In the event that Wild Flow Wellbeing cancels the event or party due to unforeseen circumstances, a full refund will be issued, including the booking deposit.

17.6 If no prior notice is given by the Client, or the notice is not in accordance with our cancellation policy, you will forfeit any monies paid to Wild Flow Wellbeing

17.7 If appropriate notice is given, funds will be transferred back to your nominated bank account within 72 hours of being notified in writing.

#### 18.0 FORCE MAJEURE CLAUSE

18.1 In the event that Wild Flow Wellbeing is prevented from carrying out its obligations under an agreement as a result of any cause beyond its control, such as but not limited to acts of God, war, strikes, heat waves, lock-outs, flood, pandemic, government restrictions or any other form of Force Majeure, Wild Flow Wellbeing shall not be considered in breach of this agreement.

18.2 During the period of such incident, the obligations of Wild Flow Wellbeing under this agreement will be suspended. To the extent possible, Wild Flow Wellbeing will use reasonable efforts to notify the client of the occurrence of such an event and its expected duration and will perform its obligations as soon as reasonably possible after the removal of the cause. In the event the Force Majeure continues for a period of more than 30 days, either party may terminate this agreement without any financial liability other than a refund for any prepaid but unutilized services.

18.3 This provision does not excuse any obligation for payment for services already provided.

#### 19.0 PHOTOGRAPHY & MARKETING

19.1 The Provider may take photographs and short videos prior, during and after the event for marketing and promotional purposes. Images and videos will be used on social media accounts and the Provider's website, digital and print marketing.

19.2 The Client is aware of this and has been provided with the option to confirm their preference.

#### 20.0 PRIVACY POLICY & ACKNOWLEDGEMENT

20.1 You acknowledge and agree that any information collected as part of this form will be handled and protected in accordance with our Privacy Policy, which can be found on our website. Your privacy is of utmost importance to us, and we are committed to ensuring the safety and confidentiality of your information.

21.0 UPDATES & AMENDMENTS 21.1 Wild Flow Wellbeing reserves the right to review and amend this agreement as required and publish the amended version on our website.

21.2 We recommend you check our site regularly to ensure you are aware of our current Terms and Conditions.