



## TERMS & CONDITIONS

### • CONDITIONS OF ENROLLMENT

- Confirmation of booking is at the sole discretion of MASH.
- Stand-down period or exclusion is at the sole discretions of MASH.
- MASH Head Office staff or Programme Managers may confidentially contact relevant school staff to discuss a child. Parents/caregivers will be notified that this contact has or will be made.

### • HEALTH AND SAFETY

- Minor health & safety accidents/incidents will be treated by appropriately First Aid trained and certified staff members. Serious health & safety accidents/incidents will be dealt with according to MASH Policies & Procedures.  
(Minor health & safety accidents/incidents may include but are not limited to; minor cuts, abrasions, soft tissue bumps and bruises.)
- MASH staff may apply sun block as appropriate.
- MASH staff may provide a single dose of Paracetamol if required after having gained parental/caregiver permission.
- MASH staff may administer medically prescribed medication to children when/if required. Full information on dosages will be provided by the parent/caregiver, together with the medication. MASH staff will formally record each time a medication is administered.
- In situations in which your child fails to arrive at MASH by the prescribed time or arrives at MASH without a booking the standard procedure will apply (please see MASH Policy & Procedure document).
- It is your responsibility as parent/caregiver to sign your child in and/or out at the appropriate times. Failure to do so will result in the Programme Manager doing so on my behalf. Fees will be charged according to sign in/out times.

### • OFF SITE EXCURSIONS

MASH programmes will at times have special trips and activities that occur away from the main site. The trips are undertaken in accordance with the 'Excursions/Experience Outside the Venue and Transport" section of the MASH Policy and Procedure document. You hereby give MASH permission to transport your child/ren from a designated MASH site of operation if and when required i.e. evacuation, group trip etc.

- **CONTACT INFORMATION**

You understand that it is your responsibility to ensure that the contact information kept on file by MASH is always current.

- **PHOTOGRAPHS OF CHILDREN / CHILDREN'S WORK**

You acknowledge that photographs of your child or items of your child's work completed at MASH may be used at a later date for training, marketing and/or promotional purposes. You hereby give consent for this unless, during the enrolment process, you have indicated otherwise.

- **FEES & PAYMENTS**

1. Fees are as advertised but are subject to change.
2. You agree to pay the fees as stipulated in the fees policy found within the MASH Policy and Procedure document.
3. Two weeks' notice, in writing, must be provided for any permanent cancellation of an enrolment. The notice period will begin from the date of formal, written notification to Head Office. Failure to provide this notice period will result in full charges being applied for two weeks from either the child's last day of attendance or the date of formal notification being received by Head Office. Any individual sessions 'cancelled' will be treated as an absence and fees will apply accordingly, i.e. family holidays, school camps.
4. Full fees are charged for all absences. A penalty fee of \$20 is charged for any unnotified absences or in situations in which phone calls are made to determine the whereabouts of an un-notified absence. All public holidays are charged at the applicable rate for bookings normally required on that day.
5. A \$20 administration fee will be charged in the situation a child arrives at MASH without an enrolment and phone calls to a parent/caregiver have to be made to clarify enrolment status.
6. Full fees may be charged for any school closure due to unforeseen circumstances.
7. There are no refunds for cancellations after the cut-off period for all school holiday enrolments. The cut-off date is always 5pm Friday, one week prior to the beginning of the Holiday Programme.

All school holiday enrolments cancelled prior to the cut-off date are subject to an administration fee.

All cancellations must be made in writing to Head Office. Programme staff are not responsible for administrative issues and do not take responsibility for this information being passed on.

8. Session swaps are not available although extra sessions can be added at the regular enrolment fee.
9. Invoices are sent to your AIMY Plus parent dashboard on a fortnightly basis. Statements are emailed at the beginning of each month.

10. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of ten percent (10%) per calendar month (and at MASH sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
11. In the event that your payment is dishonoured for any reason then you shall be liable for any dishonour fees incurred by MASH.
12. If you default in payment of any invoice when due, you shall indemnify MASH from and against all costs and disbursements incurred by MASH in pursuing the debt including legal costs on a solicitor and own client basis and MASH's collection agency costs.
13. Without prejudice to any other remedies MASH may have, if at any time you are in breach of any obligation (including those relating to payment) MASH may suspend or terminate the enrolment and is absolved of its other obligations under the terms and conditions. MASH will not be liable to you for any loss or damage that you may suffer because MASH has exercised its rights under this clause.
14. If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
15. You understand that if you are paying via Credit Card, you will be charged credit card fees of 4.5%.
16. By agreeing to these terms and conditions you authorise MASH to:
  - collect, retain and use any information about you for the purpose of assessing your creditworthiness or marketing products and services to You; and
  - disclose information about you, whether collected by MASH from you directly or obtained by MASH from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you.
17. Pending bookings may not be confirmed if an account is in arrears.

### ● DAMAGE TO RESOURCES/PROPERTY

If a child causes damage to MASH resources and/or property or to any venue that MASH operates from or that venues resources and/or property, all costs of repair or replacement will be met by the parent/caregiver and will be added to the parent/caregivers account.

### ● PRIVACY AND CONFIDENTIALITY

Where you are an individual the authorities under this clause are authorities or consents for the purposes of the Privacy Act 1993.

You shall have the right to request from MASH a copy of the information about you retained by MASH and the right to request MASH to correct any incorrect information about you held by MASH.

You acknowledge that the information contained herein is confidential, and pursuant to the Privacy Act, will only be used by MASH to effectively care for your child/ren and not used or distributed for any other purposes. Representatives from the Ministry of Social Development OSCAR Approvals team may view this information as part of the auditing process.

- POLICIES & PROCEDURES

You agree to adhere to the policies and procedures that are set out in the Policy & Procedure document, a copy of which can be viewed at any MASH location.

MASH will give a minimum four weeks' notice for any changes to the above Terms and Conditions. All changes will be communicated via email, website and electronic newsletter.