

Terms and Conditions – Nature’s Den Forest & Farm School

Last reviewed & updated: April 2025

Welcome to Nature’s Den Forest & Farm School. By enrolling your child and participating in our programmes, you agree to abide by the policies and guidelines outlined in these Terms and Conditions. These terms are designed to ensure the safety, well-being, and enrichment of all participants while preserving the natural integrity of our forest and farm environments. Please take the time to read this document carefully, as it contains important information regarding participation, health and safety, media use, liability, and other essential practices that help us provide a nurturing, respectful, and inclusive outdoor learning experience for all.

1. Introduction / Agreement to Terms

By enrolling your child in Nature’s Den Forest & Farm School, you acknowledge that you have read, understood, and agree to the Terms and Conditions outlined in this document. These terms are designed to ensure the smooth operation of our programmes, protect the well-being of all participants, and uphold the integrity of our natural environment.

2. Programme Enrolment & Eligibility

Nature’s Den Forest & Farm School offers outdoor education programmes for children. Enrolment is subject to availability and approval. In order to secure a spot, families must complete the registration process, including submission of necessary medical forms, waivers, and emergency contact information. Admission to our programmes is contingent upon meeting any specified eligibility criteria, including age requirements and any relevant health information.

2.1. Our Status and Relationship with Schools

Nature’s Den Forest & Farm School is an independent educational provider and, as such, is not required to register with the Ministry of Education (MOE) because we are not a traditional school. However, our programmes are led by qualified, New Zealand-registered teachers.

The Ministry have advised us that our programme falls under the New Zealand Education Act section 25B, Release from school: *The principal of a State school may, if satisfied that a student will receive outside the school tuition acceptable to the principal, release the student from attendance at the school, for a period or periods agreed with a parent of that student, to receive the tuition.*

We encourage parents to speak with their child’s school principal to discuss this process. To assist with these discussions, we have a letter available on our website that provides useful information for your principal. We strive to work in collaboration with schools and demonstrate how our programme can complement your child’s education. If you encounter any challenges during this process or need additional support, please do not hesitate to contact us.

3. Tuition & Payment Policies

3.1. Term Programmes

All sessions must be booked via our online platform (Enrolmy). We offer sibling discounts: 15% off for a second child and 20% off for a third child, when the first child pays in full. Payment can be made via credit card, cash,

or internet banking. Weekly or fortnightly instalments are available with proof of automatic payments. A receipt will be issued upon request.

Bookings do not roll over each term; new bookings must be made each term. Existing enrolments receive priority. A full term's commitment is required, and you will be expected to pay the full fee unless an acceptable absence is provided (see Section 4: Attendance & Absence Policies). If payment or the first instalment is not received by the due date, your child's spot may be offered to another child on the waiting list. Our programmes have a maximum capacity. If full, your child can be placed on the waiting list, and you will be notified if a spot opens.

We reserve the right to adjust fees at any time but will endeavour to provide at least two weeks' notice where possible.

3.2. Pop-Up Programmes & Holiday Programmes

Credit card payment is required to confirm your booking. All sessions are booked via our online platform (Enrolmy). Our programmes have a maximum capacity, which varies by session. If our programmes are full, your child can be added to the waiting list, and you will be notified if a spot becomes available. We reserve the right to adjust fees at any time but will endeavour to provide at least two weeks' notice where possible.

4. Attendance & Absence Policies

If your child is absent from their programme due to illness, school camps, sports events, holidays, etc., no refund will be given as your child's place has already been reserved for the day. You are still required to commit and pay the full fee for that day.

However, in the event of severe illness/injury and/or hospitalisation, a refund or credit day may be considered at the discretion of Nature's Den. A medical certificate may need to be provided.

A refund or credit day may be given due to absence for important circumstances, such as family bereavement. This is at the discretion of Nature's Den.

It is your responsibility to communicate any absences as soon as possible.

5. Cancellation & Refund Policies

5.1. Term Programmes

We value consistency in attendance to foster strong relationships with your child, helping them feel comfortable and connected. Knowing in advance who will attend each session is also essential for maintaining our staff-to-child ratios.

5.1.1. Withdrawal Before Term Commences

If you choose to withdraw your child before the first session, you must provide one week's written notice. A full refund, minus a 5% administration fee, will then be issued.

5.1.2. Withdrawal During Term

If you withdraw your child during the term, you must give one week's written notice. A 50% refund of the remaining term fees will be provided. For those paying in instalments, 50% of remaining instalments must still be paid.

5.1.3. Weather-Related Cancellations

Our sessions run during all weather conditions, unless we deem there is a significant risk (e.g., severe thunderstorms or high winds) in which case we will cancel the session. If a session is cancelled due to weather, you will be notified and credited for that day. We do not offer credits or refunds if parents/caregivers choose not to let their child attend due to the weather.

5.1.4. Staffing Cancellations

In the event of a session cancellation due to staffing issues (e.g., illness), you will be notified as soon as possible, and a credit day will be issued to you.

5.1.5. Behaviour-Related Withdrawals

No refunds will be given if a child is sent home or removed due to behaviour that endangers themselves or others. If your child's actions violate health and safety rules or pose a risk to others, we reserve the right to take appropriate action to maintain safety and prevent escalation.

5.2. Pop-Up Programmes & Holiday Programmes

5.2.1. Withdrawal Before First Day

If you wish to withdraw your child before the first day of their booking, you must provide written notice. A full refund will then be issued, minus a \$30 administration fee.

5.2.2. Late Cancellations or No-Shows

No refund will be given if a booking is cancelled less than 48 hours before the session or if your child does not attend.

5.2.3. Weather-Related Cancellations

Our sessions run during all weather conditions, unless we deem there is a significant risk (e.g., severe thunderstorms or high winds) in which case we will cancel the session. If a session is cancelled due to weather, you will be notified and credited for that day. We do not offer credits or refunds if parents/caregivers choose not to let their child attend due to the weather.

5.1.4. Staffing Cancellations

In the event of a session cancellation due to staffing issues (e.g., illness), you will be notified as soon as possible, and a credit day will be issued to you.

5.1.5. Behaviour-Related Withdrawals

No refunds will be given if a child is sent home or removed due to behaviour that endangers themselves or others. If your child's actions violate health and safety rules or pose a risk to others, we reserve the right to take appropriate action to maintain safety and prevent escalation.

6. Credit Day Policy

Credit days are given in circumstances such as those mentioned in these terms and conditions.

Credit days are valid for 6 months from the date they are issued. You will receive an email before each school holiday notifying you if you have a credit day to use, and inviting you to use it for the holiday programme or the following term.

If your credit is due to expire in the next 7 days, you will receive an email notifying you of this and inviting you

to book into one of our programmes. The credit does not have to be used by the expiry date, but it does need to be booked into a programme by that date.

7. Trial Day Policy

Trial days are not free – the cost is the same as a regular day at the requested session. Trial days are treated as a regular session, with the same structure and activities as can be expected on any other day.

The trial day is designed to give both you and your child the opportunity to experience the program. While we aim to provide a welcoming and engaging environment, please note that the trial day is treated as a full, regular session, with all usual safety procedures and program expectations in place.

To book a trial day, email dani@naturesden.co.nz with your child's full name and date of birth, and the programme you would like a trial day at. Availability is subject to space and program capacity. Following this, your trial day will be confirmed, and an invoice will be emailed to you.

Payment for the trial day is required once the invoice is sent. This fee is non-refundable, except in cases of severe weather or unforeseen cancellations by Nature's Den (see Section 5: Cancellation & Refund Policies)

Following the trial day, we encourage feedback from both parents and children. If you choose to continue, regular enrolment will be required – this can either be done through our online platform (Enrolmy) or by emailing us.

By booking a trial day, you acknowledge and accept these terms.

8. Drop-Off & Pick-Up Procedures

Parents or guardians are responsible for ensuring their child arrives on time and is picked up promptly at the end of the session.

Children must be dropped off no earlier than 8:45am. An early fee of \$10.00 for every 10 minutes a child is present before 8:45am will be charged. Children must be dropped off no later than 9:10am. If children are not dropped off by 9:10am, staff will be leaving the drop-off point without them.

Children must be collected no later than 3:00pm. A late fee of \$10.00 for every 10 minutes a child is present after 3:00pm will be charged.

Please notify us if someone other than your child's assigned parent/guardian will be picking them up.

9. Health & Safety

The health, safety, and wellbeing of all children at Nature's Den Forest & Farm School are our top priorities. We take every precaution during outdoor activities to ensure a safe and supportive environment.

Nature's Den adheres to all relevant legislation, including the Health and Safety at Work Act 2015 (HSWA), ensuring that safety procedures meet regulatory standards and are strictly followed. Should an accident or incident occur, we will investigate the cause and take steps to prevent reoccurrence.

While we take all necessary precautions, Nature's Den cannot be held responsible for any injury, loss, or damage to personal belongings. Our Health & Safety Policy and Risk Management Plan are available on request.

9.1. Medical Information & Illness Policy

Parents/guardians must complete a medical form detailing any allergies, chronic conditions, or health concerns before the start of the programme. Children who are ill or show symptoms should stay home and must be symptom-free for 1 day before returning.

9.2. Emergency Procedures

In the event of an emergency, staff will follow established safety protocols, and parents will be notified immediately if there is any serious injury or illness.

9.3. Safety Expectations

We regularly review safety expectations with students, covering areas such as proper use of tools, caring for the environment, and acceptable behaviour. All locations used by Nature's Den are subject to risk assessments to identify potential hazards.

10. Clothing & Gear Requirements

Given the outdoor nature of our programmes, children must come prepared for all types of weather.

Recommended gear includes:

- Weather-appropriate clothing (layers for warmth, sun protection, etc.)
- Sturdy, waterproof shoes or boots
- A rain jacket, hat, and sunscreen (applied before arrival)

Please label all personal items, as we are not responsible for lost or misplaced belongings.

11. Food & Allergies

Nature's Den Forest & Farm School strives to maintain a safe environment for all participants, especially in regard to food allergies. Parents must inform us of any food allergies or dietary restrictions at the time of enrolment. If your child has a severe allergy, please notify us so we can take appropriate precautions.

Children will need to bring their own snacks and packed lunch, as we are not able to provide food. Children should also bring a refillable water bottle.

12. Behavioural Expectations & Children with Additional Needs Policy

We are committed to providing a safe, respectful, and nurturing environment. All children are expected to treat others with kindness and respect; follow instructions from staff; participate in activities to the best of their ability; and keep the environment clean and free of litter.

We make every effort to include children with additional needs. Parents/caregivers must specify and explain any additional learning needs before enrolling their child. This information can be recorded on the child's enrolment form.

The programme director will assess how the child's needs may be catered for and discuss this approach with the child's parents, and other staff members. The safety of the child and other children in the programme will

be a major consideration.

Children cannot be included in the programme if their behaviour or the level of supervision required compromises programme supervision and safety. The programme director may suggest a 1-day trial day before enrolling. Each case will be considered individually, and every effort will be made to include the child within the limits of the programme's resources.

The programme director will ensure that all staff and volunteers are fully aware of the child's needs and ensure that they feel confident to provide the necessary care.

13. Confidentiality And Complaints Policies

Nature's Den respects the confidentiality of all personal information, including details of children and families. Any information we collect will only be used to establish and maintain records related to our program and will not be shared with third parties without your prior consent. You are welcome to request access to our policies, procedures, and risk management plans at any time.

If you have any complaints about our programme or staff members, in the first instance you should approach your child's educator who will attempt to rectify the situation. If you are still unhappy, you may put the complaint in writing, with details of the grievance and desired outcomes to the programme director.

14. Photograph & Media Consent

By participating in our programmes, you acknowledge that photographs and videos may be taken to capture memorable moments and promote future programmes. These images may be used on our official social media platforms, website, and in other promotional materials.

14.1. Opt-Out Policy

We respect your right to privacy. If you do not wish for your child to appear in any photographs or videos shared on social media, you may opt out by notifying us in writing prior to the programme. Please send an opt-out request to alex@naturesden.co.nz with the subject line "Photo Opt-Out" and include your child's full name and the name of the session they are attending.

While we will make every reasonable effort to exclude opt-out individuals from published media, we cannot guarantee complete exclusion from crowd shots or incidental appearances.

By not submitting an opt-out request, you grant us permission to use your child's likeness in photos and videos for promotional purposes. If you have any concerns or would like to retract a previously granted permission, please use the email address above.

15. Limitation Of Liability

Parents and guardians acknowledge that outdoor activities at Nature's Den, including those on the farm and in the forest, carry inherent risks. By enrolling your child, you agree to release Nature's Den Forest & Farm School, its staff, and affiliates from liability for accidents, injuries, or damages that may occur during participation. As part of the registration process, parents must tick a Liability Waiver box, as well as a Consent to Participate box, confirming that you understand the nature of the activities at Nature's Den and the associated risks.

Each session begins with a safety briefing, where children are reminded of safety rules, safe tool use, and behavioural expectations. It is essential that your child follows all safety instructions at all times.

While Nature's Den will take all reasonable care to protect your child and their belongings, we are not responsible for any injury or damage. If a child acts outside the given instructions, they do so at their own risk. Parents/guardians will be informed, and this may lead to exclusion from the activity or program. We encourage participation and promote "challenge by choice," guiding children to take calculated risks within a safe environment.

16. Extreme Weather & Emergency Closures

Nature's Den Forest & Farm School operates in all weather conditions unless we deem there is a significant risk, in which case we will cancel the programme. In the event of extreme weather (e.g., severe thunderstorms or high winds), we will notify parents promptly of any closures or programme changes.

Please ensure your child is dressed appropriately for all weather conditions. If a session is cancelled due to unforeseen circumstances (e.g., severe weather, facility issues), a credit day or refund will be issued. We do not offer credits or refunds if parents/caregivers choose not to let their child attend due to the weather.

17. Personal Belongings Policy

Nature's Den Forest & Farm School is not responsible for any lost or damaged personal belongings. We encourage children to leave valuable items at home. If necessary, items should be clearly labelled with your child's name.

18. Disclaimer And Changes to Terms

By enrolling your child in Nature's Den, you confirm that you have read, understood, and agree to these Terms & Conditions, and consent to your child's participation in the Nature's Den Forest & Farm Programme.

If any fees remain unpaid for more than 4 weeks, you will receive a letter of withdrawal from the program, and a debt collection agency may be engaged to recover the outstanding amount.

You acknowledge that participating in the program involves inherent risks, particularly during active play. To minimise these risks, Nature's Den has safety procedures in place, including clear rules and boundaries for behaviour, which will be consistently enforced. You accept that, to the extent permitted by law, Nature's Den and its staff are not liable for accidental injuries or associated losses. You also acknowledge that Nature's Den reserves the right to withdraw any child from the program if safety rules are not adhered to.

Nature's Den Forest & Farm School reserves the right to update these Terms & Conditions at any time. Updated versions will be available on our website.

19. Contact Information

For questions or concerns regarding these Terms and Conditions or any aspect of our programme, please contact us at alex@naturesden.co.nz or 021 190 9030.