

ART & SIP TERMS AND CONDITIONS

The programmed activity “Art & Sip” is organised by AusCare Home & Community Care Limited (AusCare) a registered NDIS provider. All programs under the “Art & Sip” activity program are run and operated under the supervision of AusCare and all participants, internal and external carers/support workers, parents or volunteers or observers are to follow all directions of AusCare staff at all times whilst in the designated activity room or within the building where the activity will take place. AusCare will take all care but does not accept any responsibility for any participant or their accompanying carer or other nominated person or volunteer or observer whilst on the premises of AusCare.

The following are the terms and conditions of partaking in the programmed activity:

1. If a participant holds an NDIS package then the fees for the activity are deducted from that package, the participant or their carer/authorised person will sign all necessary documents to facilitate that payment at the time of booking on-line.
2. If a participant is self-funded they are to pay for the activity at the time of booking on-line. If for any reason payment is otherwise not verified within 48 hours the self-funded participant's place will be cancelled and given to the next person in the cue. The self-funded participant may re-book for another session of the activity.
3. All bookings may be cancelled or amended by the participant within 48 hours of making a booking and payment for the “Art and Sip” activity (activity fee) and receive a full refund.
4. Any cancellation of a booking after 48 hours at the sole discretion of AusCare may result in the forfeiture of the whole activity fee. In either event AusCare is entitled to charge a cancellation or amendment fee, at its sole discretion, which represents a true cost of the loss and additional work that AusCare incurs due to the cancellation or amendment.
5. Where a participant is not able to attend all or some of the classes over the 6 week period for reasons beyond their control and there is notice to AusCare, at the sole discretion of AusCare may arrange for make up classes with another group at another time. Such inability must be verified with a medical certificate or written explanation, otherwise the activity fee paid will be wholly forfeited.
6. Where a participant does not attend the first 2 classes without any notice or explanation their place will be cancelled and their whole activity fee forfeited.
7. AusCare will provide all art supplies and all refreshments. Where the participant or their support person does not notify AusCare in writing prior to and on the days of attendance that they have a food or other allergy to the art supplies or food and beverage and suffers an episode, AusCare will not accept or be held responsible for any resultant harm or consequence of such allergy or episode. AusCare recognises that it will take all care and diligence to ensure the medical safety of the participant but accepts no responsibility where there is no notice of the participants medical or other issues or where AusCare has carried out all precautions to avoid or minimise any allergy or episode.
8. All participants are to inform AusCare at the time of booking the activity of any additional requirements needed to accommodate the participant and their needs. AusCare will undertake all due care and diligence to accommodate the participant and their needs but cannot guarantee that it will be able to do so on all occasions and in that instance the participant shall not make any claim for loss or damages or complaint and accept the facilities as far as AusCare is able to meet those needs.
9. Where a participant or their carer, etc., becomes unruly or otherwise in the opinion of AusCare a distraction to the other participants or violent in any way the participant and their support person shall be asked to leave and if not then removed for the

safety of the other participants, care workers and hosts of the activity. In this instance AusCare at its sole discretion may cancel the participants enrolment in the activity and forfeit the whole of the activity fee. Any damage suffered or costs incurred due to the behaviour of the participant or their carer then AusCare may at its sole discretion seek to be compensated for such damage or costs, as it sees fit.

10. AusCare will make arrangements to facilitate suitable access to the buildings and the activity room, however any travel to and from or parking shall be the responsibility of the participants.
11. All participants and their carer, etc., are to respect the privacy of all persons attending and are not to publish any photos or any media without the express permission of the other attendees. All persons partaking in the activity hereby provide permission to AusCare to publish photos and other media from the activity as it sees fit and the attendees shall sign an appropriate Media release and return to AusCare on-line or on the first day of the activity.
12. By paying the due fee and clicking onto the activity link the participants and all accompanying attendees agree to the these Terms and Conditions, and any further or amended Terms and Conditions from time to time, and to abide by them. If any person wishes to opt-out then that person shall provided their opt-out decision in writing and they will be ineligible to attend or partake in any session of the activity. If they have paid a fee, then that fee shall be forfeited, if they do not opt-out 48 hours prior to the first activity day of attendance. There is no provision for signing acceptance or opt-out as the enrolment and payment of the fee shall with the consent of the participant and any attendees and all persons shall be deemed to have read these Terms and Conditions.