

# Terms & Conditions

## CONDITIONS of PARTICIPATION

### *Health & Safety*

- While care is taken to ensure a safe work area, depending on the venue, spillage, and the interactive nature of some activities, there may be slippery or uneven ground or trip hazards. Please DO NOT run.
- If you have an existing medical condition, allergy, or disability that may affect your participation in a class, please notify Kimberly Brown prior to the workshop or event so that adequate accommodations can be made.

### *Security & Personal Property*

- We are in no way responsible for your personal belongings or items. We are not able to provide secure places to store such, therefore it is recommended that anything considered valuable remain at home.
- By participating in one of our art workshops you accept responsibility for the condition of your own clothing and personal possessions. The use of permanent paints and inks may cause damage and staining. We recommend that you wear attire suitable for art-making and work with reckless abandon.

### *Digital Content*

- During events, photos, videos, live streams, and other forms of digital content may be taken. This may include images of yourself and your children (if applicable) unless expressly stated otherwise. The above-mentioned digital content will never be sold and will be used exclusively by Kimberly Brown to promote and share these events with the wider community via social media, press advertising, brochures, editorials, and the website. *\*Please see Child Safety Policy below.*
- On occasion, professional photographers are invited for content and marketing purposes.

## CANCELLATION POLICY

- Kimberly Brown Art and associated events reserve the right to cancel a workshop or event in circumstances beyond our control (including, but not limited to adverse weather, closure of venue, or staff illness). We will endeavor to offer a catch-up workshop or event when possible.
- In the event that you cannot attend a workshop or event, all reasonable attempts must be made to inform us of your absence. It is at the facilitator's discretion to issue compensation by way of a refund or credit for a later event.
- In accordance with Australian Consumer Law (ACL), we are not required to give a refund if you change your mind about attending an event or workshop. However, in extenuating circumstances, it is at the facilitator's discretion to issue a refund or compensation.
  - In such circumstances, a refund will only be permitted where:
    1. Reasonable notice has been given re: cancellation or change of mind, and
    2. Classes are full and the event has reached capacity, or
    3. The position is able to be filled

## CHILD SAFETY

### *Child/Participant Safety*

We take great care in creating a safe and affirming space for children to be their creative selves. The following policy is in place to ensure that all stakeholders; instructors and staff (paid or unpaid), parents/guardians, and other participants, uphold the following guidelines to prevent unnecessary risks and to create a positive, uplifting, inclusive, and empowering environment in which to make art and friends.

In order to sign-up for an Art Workshop for kids event a parent/guardian must complete a permission form. By participating in one of our events you accept full responsibility for any injury, illness or damage to personal property incurred during an event.

- We want art to be accessible to everyone and we do our best to accommodate children's individual needs. Please notify us of any medical condition, disability, or cultural aspect that may need to be taken into consideration.

- Correct use of art supplies and equipment will be demonstrated to children at the beginning of any workshop or event and participants will be reminded of safe conduct before and during the workshop.
- We strongly advise that you dress your child (and yourself if you choose to participate) in clothes that you don't mind getting messy or stained. Kimberly Brown and associated events accept no responsibility for any belongings, including clothes, that are stained, marked or damaged.
- While care is taken to ensure a safe work area, depending on the venue, spillage and the interactive nature of the activities, there may be slippery or uneven ground or trip hazards (including other children). Please DO NOT run.
- Please refrain from attending a Kimberly Brown art event if your child has any kind of contagious illness including diarrhoea, chicken pox, impetigo, conjunctivitis, cold or flu. Please contact us as soon as possible to let the facilitator know. It is at the facilitator's discretion to offer a make-up session, subject to availability.
- We have zero tolerance for child abuse. Staff actively work to listen and empower our participants and we expect staff and participants alike to respect fellow artists, artwork and property.
- Discrimination on the grounds of a person's age, race, sex, gender, sexuality, marital status, physical and/or intellectual disability, or religion will not be tolerated.
- Participants, staff, or accompanying adults who exhibit inappropriate, disruptive or unsafe behaviour may be removed, suspended, or expelled from the workshop.
- We uphold the NSW Child Safety Standards to ensure best practices in child safety and will review this policy in 12 months' time (January 2024).
- In alignment with ACECQA standards for NSW, groups of students (over preschool age) larger than 15 will have a second educator present.
- All instructors and educators have current WWCC (Working With Children Checks) and experience teaching or working with children.

### *Digital Content*

- Photos, videos and live streams will be taken during some events. If you would prefer that no photos of your child(ren) be used in promotional material (ie: social media, brochures, website) please indicate "No" in the permission form.

### *Supervision*

- We recommend parent supervision (and encourage participation!) in the Creativity Workshops for kids, particularly in the Age 5 - 8 classes. Workshops are facilitated by a qualified and registered educator.
- If you choose to leave your child in our care during a workshop, you will be required to sign the additional form (attached to the permission form) with your contact details, acknowledging that you accept responsibility for your child's behaviour in your absence and acknowledge that we will, as part of our duty of care, ask any child who exhibits inappropriate, disruptive or unsafe behaviour to sit out of an activity or the workshop and you will be contacted immediately.
- At all times, staff will avoid situations that place children at risk of harm and refrain from any behaviour considered abusive, neglectful or grooming.
- As part of our larger policy, we encourage any feedback or concerns to be communicated directly to the facilitator, Kimberly Brown, either face-to-face or through the communication channels provided (email and phone).

### *Insurance & Qualification*

- Kimberly Brown Art and associated events have current Public Liability Insurance valid until 12 October 2023.
- All staff have current Working With Children Checks (WWCC)
- Kimberly Brown is a qualified and registered educator with a BA/BTch (Bachelor of Arts/Bachelor of Teaching) including a specialisation in Visual Arts.

## Feedback

Your experience, perceptions, opinions, and ideas are important to us. Please contact me directly, through the website or use one of the event or workshop survey forms to provide me and my team with any *useful* feedback. We strive to continually grow and improve the experiences we offer our community and we can only do that if you tell us what your experience was like. Thank you!

## Art Workshop for kids

# PERMISSION FORM

I, \_\_\_\_\_, declare that I am the legal parent/guardian of \_\_\_\_\_ and hereby consent to the child's participation in the Art Workshop for Kids as facilitated by Kimberly Brown.

By signing this form I accept full responsibility for any injury, illness, or damage to personal property incurred during the event. I recognise that all reasonable care has been taken to ensure a safe and supportive environment for participants.

I give permission for photos to be taken of me and/or the child in my care to be used to share and promote the event.

YES

NO

\_\_\_\_\_  
Guardian's signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

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### If leaving a child in our care

I declare that my child is 10 or older. I understand that in leaving my child in the care of the facilitator they will be expected to uphold the behavioural expectations of the workshop. In the event that they are removed from the workshop I will be contacted immediately to come pick them up.

Mobile number: \_\_\_\_\_

Signature: \_\_\_\_\_