



Terms of Service

Junior Food Explorers Parent-Child Classes

Junior Food Explorers (Junior Food Explorers, us, our, we) provides early childhood food, health and nutrition group education Services (workshops, services, sessions, course). These group-based Services are being provided to the Attendees (the Client, parent, guardian, legal guardian, carer, caregiver you, your, your child, your children).

By enrolling in workshops delivered by Expanse Consulting Pty Ltd (ACN 161 678 717) T/A Junior Food Explorers', you agree to comply with, and be bound by this Terms of Service and [Privacy Policy](#). If you do not agree to our Terms of Service or [Privacy Policy](#), please do not enrol in our Services, utilise our website (www.juniorfoodexplorers.com.au), or access any other materials published by Junior Food Explorers.

General enrolment and payment information

- If you or your child have any allergy/intolerance, developmental or other health concerns that may affect attendance or participation in the sessions, please contact Junior Food Explorers prior to booking.
- You (or other guardian) are responsible for supervising and assisting your child/ren throughout the sessions.
- We aim to keep the workshops free from forms of pressure e.g. bribery or bargaining. Please make sure you are comfortable with, and respectful of this arrangement before enrolling.
- If you would like to bring more than one child, please contact Junior Food Explorers before enrolling. For more information about this, please see 1.4 in this Terms of Service.
- If considered appropriate for additional children to attend, sibling fees may apply.
- Enrolment is confirmed only when we send you an email to confirm successful enrolment. We reserve the right to refuse enrolment to any participant/attendee at our sole discretion.
- By booking, you're reserving a dedicated space for the term. Payment or payment details are required upon registration. Change of mind is permissible only up to fourteen (14) days before the term commencement date.
- Payment is required for the booked term irrespective of attendance.
- Enrolment is non-transferable unless expressly agreed by Junior Food Explorers.
- Should for any reason, Junior Food Explorers needs to cancel any of the scheduled workshops, a full refund will be provided for affected workshops.

1. Your responsibilities

Enrolment and Attendance

- 1.1. We cannot make adjustments for late arrivals. Please ensure that you arrive on time.
- 1.2. We are unable to refund sessions that you cannot attend.
- 1.3. Enrolment is non-transferable unless requested in writing and expressly agreed to in writing by us.

Supervision, Health and Safety

- 1.4. While we will take all due care and diligence, we are not responsible for the supervision of your child/ren during the provision of our services. Being a parent-child class, **we require you to adequately supervise your child throughout the session and provide assistance as required.** For this reason and to minimise distraction, we don't recommend more than one child per parent/guardian. Exceptions may be made depending on circumstance and current intake for the term. Please check by emailing Kate Curtis at hello@juniorfoodexplorers.com.au prior to enrolling.
- 1.5. Any parent/guardian who fails to appropriately supervise; or if any attendee acts in an unsafe manner that may cause harm to themselves or others; or causes significant disruption or distress to others, will be asked to leave. Attendees who fail to respond to our requests to resolve concerns will be asked not to return to future workshops. This is in adherence to our Duty of Care and Child Protection Guidelines. A pro-rated refund for remaining sessions will not be provided for the remaining term, unless the vacancy can be filled.
- 1.6. Each parent-child may be provided with an age-appropriate child-safe knife for use during the session. Parent/guardian's may be provided with kitchen tools to assist with more complex tasks. Should attendees have any disabilities, behavioural issues, developmental concerns or delays, please enquire with Junior Food Explorers before booking so that appropriate recommendations or modifications can be made before enrolling.
- 1.7. Food, its handling, preparation and consumption (like anything) carries some risk. Potential risks may include, but are not limited to: allergy and intolerance to food — both novel and previously exposed to; irritation and injury to skin, eyes and other mucous membranes (e.g. nose, mouth, lips); illness; slips; falls; aspiration and choking; some of which may result in permanent disability, paralysis or death.
Risks and likelihood of occurrence have been assessed by Junior Food Explorers and determined to be greatly outweighed by benefits (e.g. improved relationships with and intake of food; and fine-, gross- and oro-motor skills and life and social skill development). A number of controls put in place to mitigate potential risks, including but not limited to: close parental supervision, regular handwashing, safe food and equipment handling procedures, expiration date and packaging integrity checks upon purchase of consumables, temperature control monitoring of high-risk foods, age-appropriate food preparation, age-appropriate cooking implements, use of absorbent materials, and exclusion periods for children and carers who are unwell (please see 1.9).
- 1.8. Safety reporting: If you notice anything that is unsafe or potentially unsafe, we ask that you report it to us so that we can remedy the problem. If an injury occurs, please report it immediately so that we can complete an incident report.
- 1.9. **Parent/guardians and/or children who are experiencing symptoms of viral or bacterial illness, must not attend the workshop. Attending when unwell violates food safety and the health and safety of others.** While this might be disappointing, please consider being

in the position of other Attendees. A refund cannot be given for the session, unless the vacancy can be filled by another party. For gastrointestinal illness, do not attend unless there has been no diarrhoea or vomiting for 48 hours. Even if you are feeling better, you may still be contagious. For exclusion periods of other infectious diseases, please refer to: www.health.nsw.gov.au/Infectious/factsheets/Pages/childhood.aspx.

- 1.10. During COVID-19 restricted times, you may not attend if you have returned from overseas in the last 14 days.
- 1.11. **We recommend all attendees wear closed toe shoes to protect their feet.** We will not be responsible for injuries to feet from dropped items.
- 1.12. **You must fully disclose food allergies and intolerances to Junior Food Explorers prior to booking and include these details again in writing on the enrolment form.** Although Junior Food Explorers can accommodate common requests within reason, **we cannot guarantee that the environment will be completely free from trace allergens or that food manufacturers have truthfully disclosed allergen or trace allergens on their packaging.** If you have specific concerns or needs, please discuss them with Kate Curtis at hello@juniorfoodexplorers.com.au before enrolling. Junior Food Explorers is not responsible for any allergic or other reaction experienced by attendees in the provision of its workshops. Please be understanding that while we empathise with allergy sufferers, the purpose of the workshops are to increase variety in the diet and we may have to refuse enrolment if the risk is deemed too high or if it adversely impacts other participants.
- 1.13. **You must keep us updated with your current contact details, including relevant updates that may impact you or your child's participation.**
- 1.14. You are responsible for informing other parent/guardians who may accompany your child to our workshops about these responsibilities. Please ensure they read this Terms of Service. By attending it is implied that they agree to this and our [Privacy Policy](#).

2. Personal belongings

- 2.1. Activities may be messy. **Junior Food Explorers will not be responsible for any stains or other damage done to clothing, accessories or other belongings incurred in connection with our services.** It is your responsibility to ensure that appropriate protective measures are put in place to prevent any such stains or other damage to clothing, accessories or other belongings.
- 2.2. Attendees are responsible for their own belongings. Junior Food Explorers will not be responsible for missing, lost or stolen items. For this reason, we ask that you ensure close supervision of your belongings at all times and **refrain from bringing valuable belongings with you.**

3. Our responsibilities

- 3.1. We will provide Services in a professional and engaging manner.
- 3.2. We will act with integrity, honesty and openness in our conversations with you and in everything that we do for you.
- 3.3. We will protect your privacy in accordance with our [Privacy Policy](#).
- 3.4. We will make reasonable efforts to run our workshops according to schedule. Workshops may be cancelled, rescheduled or relocated due to circumstances that are outside of our control. Should this happen, we will contact you as soon as possible, with updates and options available.

- 3.5.** Workshop cancellations: while we will do all that we can to run workshops as scheduled, we may need to cancel a single workshop, course, or part thereof, in the event of illness or unavailability of Kate Curtis or substitute facilitator. Or in the case there are insufficient enrolments. Should this occur, a full refund for affected workshops will be processed as soon as possible.

4. Copyright Notice

- 4.1.** Any material delivered by us including (but not limited to) course content, educational materials, text, graphics, information architecture (Our Content) is subject to copyright. While you may use Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it in any other way. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using Our Content.
- 4.2.** The trade marks, logos, and service marks displayed on Our Content are the registered or unregistered trademarks of Junior Food Explorers. The registered or unregistered trademarks may not be used in connection with any product or service that does not belong to Junior Food Explorers, in any manner that is likely to cause confusion with customers, or in any manner that disparages Junior Food Explorers.

5. Photography and Video

- 5.1.** To protect the privacy of others, please ensure any personal photography captures only your child's face.
- 5.2.** Unless expressly agreed by Junior Food Explorers, no personal video, audio or photographic recordings (Personal Recording) during workshops are permitted for any form of public distribution/sharing platforms. Junior Food Explorers permits only photography for private use.
- 5.3.** Junior Food Explorers remains the owner of the intellectual property subsisting in any Personal Recording and provides the Personal Recording (if permitted in accordance with 5.1) only by way of a licence which may be revoked at any time by Junior Food Explorers.
- 5.4.** Junior Food Explorers may ask permission from you/parent/guardian to use and publish photography or videos of your child for promotional purposes – this is likely to be obtained verbally. A parent/guardian can give Junior Food Explorers written notification that photography and video consent has not been given.

6. No Guarantees

- 6.1.** Junior Food Explorers' group-based Services are intended for general education, skill-building, and information purposes only. While sessions may provide adjunct benefits to children experiencing selective eating behaviours, nothing in our group-based workshops purports to offer medical or individualised food, health or nutrition advice. Improved outcomes are neither promised nor guaranteed. Children's progress (if any) can depend on a variety of factors. Some may overcome selective eating behaviours very quickly or easily. For others, there may be quite complex underlying causes that require long-term intervention. Due to the general nature of the Service and a great variation between individuals, recipients should always use caution.
- 6.2.** Any reviews, testimonials and examples within our marketing materials are not to be taken

as a guarantee that you will achieve the same or similar results.

7. General Disclaimer

- 7.1.** If you are concerned or distressed about your child's health, nutrition or eating, please seek the advice of a GP or paediatrician before enrolling.
- 7.2.** While Junior Food Explorers' Director, Kate Curtis, is trained in the SOS Approach to Feeding, the classes do not follow a formal feeding therapy approach. Rather it incorporates a number of its strategies to improve food relationships, tolerance and acceptance of food.
- 7.3.** Junior Food Explorers relies on your disclosures regarding accurate personal information and health and developmental concerns. You warrant that you will answer all questions asked by Junior Food Explorers in full and truthfully. While all due care is taken, Junior Food Explorers is not responsible for any adverse reaction or event experienced by attendees in the provision of its Services.
- 7.4.** Junior Food Explorers practices safe food handling measures to minimise the risk of foodborne and other illness. Junior Food Explorers will not responsible for any illnesses contracted by attendees in the course of providing its Services.
- 7.5.** The proposed agenda is subject to change. Food and activities are generally selected based on seasonal availability and generally good accessibility at the time of year. Should a supply issue occur, alternative foods and activities will be sourced and arranged, respectively. This may occur at little or no notice.
- 7.6.** The purpose of the workshops is to improve children's relationships with a variety of foods. This means children may be exposed to foods that they like, dislike or are novel to them. To ensure sessions are purposeful, we do not change or modify produce cannot be modified to suit taste preferences.
- 7.7.** In the rare event the original facilitator cannot be present, a suitably qualified substitute may be sourced to facilitate the workshops in his/her/their place.

8. Liability

- 8.1.** In no circumstances will Junior Food Explorers be liable for any indirect, incidental, special and/or consequential losses or damages (including injury, damage to property, loss of profits, revenue, goodwill or opportunity) of whatever nature howsoever arising in connection with the Services.
- 8.2.** For loss, damage or liability which cannot be excluded by a law of Australia, Junior Food Explorers excludes our liability to the fullest extent possible, and where such loss, or damage or liability cannot be excluded by a law of Australia, it is limited, at the option of Junior Food Explorers, to the supplying of the Services again or the cost of having the Services supplied again.

9. Indemnity

- 9.1.** You agree to fully indemnify us, our directors, affiliates, employees, agents from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you, a third party, or by us as a direct or indirect consequence of the provision of these Services; and/or any breach by you or your agents of this Terms of Service.
- 9.2.** If there is a claim against us for loss or damage, the loss or damage will be proportionately reduced to the extent of your contribution to the loss.

10. Enrolment, Fees and Payment

- 10.1.** Payment or payment details are required upon enrolment.
- 10.2.** Those who opt pay-by-the-week will not have their enrolment secured until a direct debit service agreement is signed and returned. For those seeking early bird rate (where available), forms must be returned on or before the early bird end date in order to secure the rate. Weekly payments will then be processed as per the direct debit service agreement.
- 10.3.** Additional participating children (if approved) to attend with the one parent/guardian are subject to a 50% discount (30% discount during COVID-19). Where another adult attends with the sibling, an additional full spot will be required. In this circumstance, a 10% discount on the full fee is available. Sibling fees cannot be applied to already discounted rates e.g. early bird bookings.

11. Termination of Agreement and Cancellation Policy

- 11.1.** Junior Food Explorers may immediately end this agreement at their sole discretion.
- 11.2.** You are required to provide notice of its intention to end the agreement fourteen (14) days in writing before the term of enrolment's commencement date to hello@juniorfoodexplorers.com.au. Junior Food will refund fees in full only if this notice period has been given.
- 11.3.** Cancellations received within fourteen (14) days prior to the term's commencement will be subject to the following cancellation fees:
 - 11.3.1.** Cancellation received within 7-14 days prior to the event running – 50% of the half term fee or 25% of the full term fee will be payable.
 - 11.3.2.** Cancellation received within 1-7 business days prior to the event running – 100% of the half-term fee will be payable or 50% of the full term fee.
- 11.4.** Cancellation fees will be processed weekly as per the signed direct debit service agreement.

12. General Terms and Conditions

- 12.1.** We reserve the right to perform, direct and control the Services including hiring contractors or employees to provide products or services on our behalf.
- 12.2.** This agreement contains the entire agreement between the parties.
- 12.3.** This agreement can only be amended in writing signed by both parties.
- 12.4.** You may not assign your rights under this agreement.
- 12.5.** This agreement shall be construed in accordance with and governed by the laws of New South Wales.
- 12.6.** Should a dispute arise between us, Junior Food Explorers strongly encourages you to contact Junior Food Explorers at hello@juniorfoodexplorers.com.au to seek a resolution. Junior Food Explorers will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation by considering any reasonable requests.
- 12.7.** We may revise the Terms of Services from time to time. Your continued access or use of the Services after being notified constitutes your consent to be bound by the amended Terms of Service.

Confirmation of Engagement

By ticking the box on the enrolment form and submitting it to us, you confirm your acceptance of this Terms of Service.