

## GENERAL

DKP Group Ltd T/A Dance Collective (referred to as Dance Collective) reserves the right to alter these Terms and Conditions and attached schedules at any time without notice.

## ACCEPTANCE OF TERMS & CONDITIONS

By booking your child onto a Dance Camp with Dance Collective, either online at [www.dancecollective.co.nz](http://www.dancecollective.co.nz) or by phone or email, you are indicating your booking is a binding contract between Dance Collective and the person signing the booking and that you accept the Dance Collective Terms and Conditions, and all attached schedules contained herein.

By enrolling your child for the programmes recorded on the Dance Collective registration form, you indicate that you agree to be bound by all the Dance Collective Terms & Conditions.

## YOUR INFORMATION AND AUTHORISATIONS

You confirm that:

1. you are the parent or legal guardian of the registered child,
2. all information provided to Dance Collective for the registered child (including medical information, medications, contact persons and persons authorised to collect the child) is accurate and complete in all respects and will be promptly updated by you as, and when necessary. This is possible through registration portal on the website or by emailing us directly at [admin@dancecollective.co.nz](mailto:admin@dancecollective.co.nz)
3. You give permission for the registered child to participate in the Dance Collective programme activities included in the daily plan, and on those days, for which the child is registered.
4. You authorise Dance Collective staff and representatives:
  - in the event of an accident or illness, to administer appropriate first aid, and to obtain all necessary medical assistance and treatment for your child, including ambulance transportation, and agree to meet any expense for such medical assistance and treatment.
  - Photographs, Videos and Sound Recordings: In the course of providing its programmes, Dance Collective will normally take photographs, videos and/or sound recordings of the participating children.

Reporting to parents and caregivers

- where necessary documenting activities
- sharing experiences of your child within the Dance Collective programme through various media (e.g. newsletters, visual displays, emails to families),

***Use for Additional Purposes. Dance Collective requests your consent to Dance Collective using such photographs, videos of your children for advertising and marketing of the Dance Collective programmes.***

## **YOUR CHILD'S PARTICIPATION**

It is your responsibility to have the registered child signed into the relevant programme on the appropriate Dance Collective documentation (sign in or sign out), on arrival and departure each day that they attend, and to notify Dance Collective staff if the child is absent on a day that they are booked to attend the Service. Dance Collective staff are not responsible for the registered child until they are signed into the programme and are not responsible for the child after they have been signed out of the programme, by you or your authorised representative.

If the registered child does not meet the Dance Collective policies for standards of behaviour or otherwise demonstrates inappropriate behaviour after guidance procedures have been implemented, Dance Collective reserves the right to suspend the child's enrolment for a notified period or to exclude the child permanently from the programme. When requested by Dance Collective staff, you will immediately make arrangements to collect from the programme venue a child who has been suspended or excluded.

Dance Collective has a Zero Tolerance Policy to address bullying, hitting, use of inappropriate language or disruption of the scheduled programme. If a child presents a possible danger to any person or repeatedly shows a lack of respect to staff by consistently failing to follow reasonable directions, the child may be suspended or permanently removed from the programme. If a child is removed from our programme for this reason, their behaviour may be reported to Oranga Tamariki - Ministry for Children. Dance Collective is legally required to follow the Ministry's guidelines in reporting suspicions of child abuse.

You will ensure that the registered child will not attend the programme if they are suffering from an infectious or communicable disease as identified by the Ministry of Health. Dance Collective staff will not accept a child at the programme if it appears to them that the child is suffering from an infectious or communicable disease, or in the opinion of the Dance Collective staff is too unwell to attend the programme.

When requested by Dance Collective staff, you will immediately make arrangements to collect from the service venue, a registered child who, in the Dance Collective staff opinion, is suffering from an infectious or communicable disease or is too unwell to continue participating. You will not bring the child back to the programme until 24 hours after the illness or disease has passed, or as per the exclusion period listed by the Ministry of Health, or until you have produced the required medical certificate if one has been requested by Dance Collective staff.

## **IF YOUR CHILD HAS ADDITIONAL/MEDICAL NEEDS**

New families with children with Additional needs, will be required to discuss your child's attendance with Dance Collective Management before your child can attend. Please contact us on 0800 423 400 Please note that if your child requires an extra staff member to help support their time with us, we require a minimum of four weeks' notice to apply for additional funding. Any requests for care with less than four weeks' notice cannot be guaranteed.

If the registered child has a medical condition, dietary requirement or any other additional need, you are responsible for providing an Action Plan and supporting documentation to Dance Collective, before the child's attendance at any Dance Collective programmes. If you have special dietary needs, you are required to provide the special foods.

You must provide your Child's Medication to the Dance Collective staff if the registered child has a medical Action Plan that requires Medication to be administered.

You will be required to complete a Risk Minimisation plan and a Medical Information and Consent form with the person in charge on your child's first day.

### **INJURIES AND PROPERTY DAMAGE**

Dance Collective is not liable for any personal injury, property damage, personal items (such as spectacles, jewellery and electronic devices), or other loss, due to any cause whatsoever, which is sustained by the registered child or their parent or guardian, as a result of participation in a programme activity, unless the injury, damage or loss was caused by the proven negligence of Dance Collective, its directors or employees, except as otherwise expressly required by law.

You will indemnify Dance Collective (including its directors, officers and employees) against any costs, expenses or liability incurred because of any injury to any other child, Dance Collective staff or any other person, or any loss or damage to property, which is caused by the registered child at the programme venue or at an excursion location.

### **PRIVACY**

You can rest assured that Dance Collective protects you and your children's personal information in accordance with the Privacy Act 2020, as set out in its Privacy Policy found [here](#).

The collection and use of any information about yourself or children attending Dance Collective programmes is governed by the Privacy Act 2020. All information you provide to Dance Collective is stored in a safe, secure place.

You may access and correct any information held by Dance Collective via the Dancecollective portal. Any personal information may be used in the development and the running of Dance Collective programmes but will not be available outside of the parameters of the Dance Collective secure storage.

All private information that is no longer relevant to either Dance Collective or to you as the parent or guardian of a registered child in our programme, is collected and processed by a document destruction service. Unless required by law, the lists held will not be disposed of or sold to any other person or company and remain for the exclusive use of Dance Collective.

### **DROP OFF AND COLLECTION OF CHILDREN**

#### **Sign in and Sign Out**

To ensure the safety and security of all children in our care, it is mandatory for all attendees of Dance Collective programme to be signed in upon arrival at Holiday Programmes and signed out upon departure Holiday Programmes. Children will only be released from the programme

upon being signed out by a parent or authorised caregiver who is over 14 years of age. It is imperative that Dance Collective is notified in advance if someone other than the individuals specified during enrolment will be collecting your child/ren.

#### Late Collection

Collection of a child/ren after the conclusion of their booked session time will incur additional charges which will be added to your account.

### **COMPLAINTS AND COMPLIMENTS PROCESS FOR PARENTS/GUARDIANS**

Dance Collective encourages children, parents, guardians and community members to provide feedback on our policies, procedures and services and welcomes each feedback as a means of improving its service delivery and upholding positive relationships between Dance Collective and its partners.

Dance Collective provides guidelines on managing disputes and incidents in a fair and equitable manner, as well as within a reasonable timeframe. Dance Collective recognises the rights of all children, families and community members to have a clear, concise and transparent Grievance and Complaints procedure.

Where possible, complaints will be addressed by the Director of Dance. If the complaint is about an issue that our team considers to be outside their control, or the complainant does not feel they wish to share it with the facilitator, they may contact the Director of Dance at [doug.p@dancecollective.co.nz](mailto:doug.p@dancecollective.co.nz) for their complaint to be resolved.

Dance Collective has an obligation to inform the relevant regulatory authority of complaints alleging that the safety, health or wellbeing of a child or children was or is being compromised while that child or children is on the programme.

#### PROCEDURES:

All families will be informed of complaints and grievances procedures, through the availability of this policy on the Dance Collective website in the T&Cs, or a hard copy can be provided from the centre on request.

Feedback will be sought regularly from families and children to provide them with an opportunity to provide feedback and contribute to ways in which the programme might be improved. This will be via an online survey.

Any complaints or reports of discrimination, harassment or bullying will be addressed quickly, seriously, and empathetically. The complaint will be investigated promptly and thoroughly, with resolutions made effective within 48 hours of the time the complaint is received, where possible.

All complaints will be investigated fairly and impartially. The complaint and investigation procedure will be kept entirely confidential; however, Dance Collective are sometimes unable to guarantee confidentiality depending on the nature of the complaint.

A complaint may be withdrawn at any stage. It is unlawful to disadvantage or victimise a person for making a complaint of discrimination. Under no circumstances will any person victimise or retaliate against another person who makes a complaint.

Where the complaint is about a Dance Collective team member, the individual will be notified of the complaint, and its nature, as soon as possible. The Dance Collective staff member will be given an opportunity to have a right of reply and will be required not to communicate with the complainant about the complaint during this period. If the complaint is assessed to be substantiated, the resolutions will be discussed and agreed between all parties.

If, following investigation, a complaint is assessed to have no foundation, both parties will be informed, and the reasons will be explained. All steps within the process, including findings, will be documented to further inform policy and procedures review, staff professional development opportunities and quality improvement development.

### **COMPLAINTS MADE BY A CHILD**

If a child wishes to raise a complaint against another child at the programme, they will be encouraged to talk to their facilitator about the issue. Staff will support children to manage their relationships and behaviours at the programme.

If a child wishes to raise a complaint against Dance Collective staff member at the programme, the child will be encouraged to talk to another the Director of Dance. Children are also encouraged and supported to discuss their experiences at the programme with their families.

If a child has a concern about anything or anyone at the service, they are encouraged to discuss the issue with the staff. The staff support children to talk about things they like and things they don't like with their families.

Families may need to assist their children to communicate with Dance Collective staff about issues at the programme and time to talk about these may be arranged at pick up or collection times. Although it is not a formal requirement, children are welcome to submit their complaint verbally or in writing.

### **COMPLAINTS MADE BY A PARENT/GUARDIAN**

If a Parent/Guardian wishes to raise a complaint against a child or other Parent/Guardian at the programme, the Director of Dance will discuss with the Parent/Guardian raising the complaint about the issue.

The child or Parent/Guardian who the complaint is about will not be included in any conversation or confrontation by the Parent/Guardian that is the complainant, and in

allegations of a serious nature Director of Dance will use professional discretion when assessing the other child and their family's involvement.

If a Parent/Guardian wishes to raise a complaint against a Dance Collective staff member at the programme, this is to be communicated with the Director of Dance. If the Director of Dance is part of the complaint, an independent facilitator will be provided.

## **HEALTH AND SAFETY**

**Incidents/Accidents:** Should an incident/accident occur while your child/ren is in the care of Dance Collective a detailed incident/accident report will be completed by attending staff. The report will be made available to the parent/caregiver collecting the child/ren for signing to indicate their acknowledgement. If further action is required, this will be discussed with all parties and Dance Collective management.

**Incidents:** Dance Collective has a Zero Tolerance Policy to bullying, hitting, use of inappropriate language or disruption of our programme. If a child presents a possible danger to any person or repeatedly shows a lack of respect to staff by consistently failing to follow reasonable directions, the child may be suspended or permanently removed from the programme. If a child is removed from programmes for this reason, their behaviour may be reported to Oranga Tamariki - Ministry for Children. Dance Collective is legally required to follow the Ministry's guidelines in reporting suspicions of child abuse.

**Accidents:** While the utmost care is taken with children in our care, accidents may occur at any time. Dance Collective Centre staff hold current First Aid Certification and use their discretion when administering first aid to your child/ren. Should an accident be deemed serious, Dance Collective staff will contact emergency services immediately (if required) and office staff will contact you on the numbers provided. Please ensure our office always has your current contact details. Parents/Guardians will be contacted immediately where an accident results in a knock to the head. If parents are not available, emergency services will be called.

## **PROVISION OF CARE**

Dance Collective reserves the right to refuse care to any person/s for any reason, at any time.

**Bookings:** Payment for holiday programmes is required PRIOR to care commencing, unless a payment plan has been established with Dance Collective

**Changes to Bookings:** Please notify us as soon as you are aware of changes to your booking either by phone 0275949428 or email [admin@dancecollective.co.nz](mailto:admin@dancecollective.co.nz)

***Paying your Account: Dance Collective prefers payment by bank transfer to our account 12-3625-0003774-00 DKP Group***

.