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SPROUT COOKING CLASS POLICY

General requirements to participate in a cooking class

- All Persons participating in a Sprout cooking class must:
 - wear flat, enclosed shoes;
 - wear long hair tied-back;
 - wear clothes that cover their shoulders;
 - not wear loose-fitting clothing;
 - not wear loose fitting jewelry on their hands; and
 - have read Sprout's Policies.
- By participating in a Sprout cooking class you acknowledge that you have read and agree to be bound by Sprout's Policies, which are available on its website www.sprout.edu.au/cooking-school/terms-conditions/.

Age limitations to participate in a cooking class

- All Persons participating in a Sprout cooking class for kids must be at least six (6) years of age or older, *and* at least 110cm tall.
- All Persons participating in any other Sprout cooking classes must be 17 years of age or older.

Behaviour at a cooking class

- All Persons must behave appropriately and not endanger the safety of other Persons or Sprout agents or employees.
- All Persons must be fit and healthy in order to participate in Sprout cooking classes.
- All Persons must follow Sprout's Policies and all reasonable instructions issued by Sprout's agents or employees.

Dietary requirements

- All Persons participating in Sprout cooking classes are responsible for disclosing their dietary requirements, including but not limited to food allergies, to Sprout in writing 7 days prior to a cooking class.
- Persons with food allergies must:
 - disclose to Sprout's agents or employees if they have been prescribed an EpiPen;
 - bring an in-date EpiPen to the cooking class. If a Person does not bring their EpiPen to a Sprout cooking class, they should not consume any food, and if they choose to, they do so at their own risk. Sprout accepts no liability;
 - ensure the EpiPen is kept with the Person who has an allergy at all times;
 - disclose to Sprout's agents and employees the location of the EpiPen; and
 - ensure the EpiPen is always immediately accessible at all times by Sprout's agents and employees.

Cooking classes for kids

Parents / Guardians

- Parents/guardians are not permitted to participate in a Sprout kids cooking class at any stage.
- Parents/guardians are welcome to stay and observe the class from a distance.
- Sprout's agents or employees are trained to facilitate an inclusive learning environment where children feel comfortable to participate, try new foods and ask questions, so we ask that our team are able to perform their job with no parent/guardian interruptions.
- Parents/guardians of children participating in a Sprout kids cooking class must complete and sign Sprout's *Attendance Form* upon entrance and departure.

Photography / Filming at cooking classes for kids

- All parents and/or guardians agree and acknowledge that:
 - The taking of photographs or any other images and videos of children during any Sprout cooking classes for kids or event is strictly prohibited.
 - at the start or end of a Sprout cooking class for kids or event, parents/guardians may take a photo or video of only their child. Parents/guardians must ensure no other children are captured in the photographs or videos.

- If Sprout's agents or employees believe that children, other than those that a parent/guardian is responsible for, is in a photograph or video, Sprout's agents or employees have the right to request to view the photo or video. If any other children other than those who are the direct responsibility of a parent/guardian appear in the photograph or video Sprout may request the parent/guardian immediately delete the photograph or video.

Refunds

- Sprout does not offer refunds, transfers or credit notes for 'change of mind' reasons, including illness or injury.
- A Person will not be entitled to a refund if they fail to attend a class for any reason.
- A Person will not be entitled to a refund if Sprout refuses to allow the Person to participate in a Sprout cooking class due to the Persons failure to read and/or abide by Sprout's Policies.
- If Sprout needs to cancel, reschedule or relocate a cooking class, the Person will be notified as soon as possible. In the event a class is rescheduled or relocated and the Person is unable to attend as a result, we will provide the Person with a full refund using the same method by which the Person paid, or (if preferred) a credit note to attend another class at a later date.

Discretion

- Sprout reserves the right to terminate a Person's a participation either prior or during a cooking class if the Person:
 - does not meet the requirements set out in this policy;
 - is behaving in a manner that Sprout agents or employees deems unsafe or inappropriate;
 - fails to adhere to this policy; or
 - dietary requirements are not able to be confidently and sufficiently met.

Waiver

- In consideration of being permitted to participate and/or attend a Sprout cooking class, to the extent permitted by law, the Person (as the case may be) hereby forever waives, releases, covenants not to sue, and discharge Sprout from any and all claims, actions, suits, demands, losses and other liabilities arising from and/or in relation to loss of property, any death, physical or mental injury resulting from or in connection with a Person's attendance and/or participation (including consumption) in the Sprout cooking class (including but not limited to any allegoric reaction) or the ordinary negligence of Sprout that the Person may have arising out of his/her attendance and/or participation in the Sprout cooking class.

- If a Person does not comply with Sprout's Policies, they should not participate in the cooking class, and if they choose to participate, they do so at their own risk. Sprout accepts no liability whatsoever for the Persons participation in the cooking class.

Indemnity

- To the extent permitted by law, the Persons release and at all times indemnify and keep indemnified Sprout and its officers, employees, service providers and agents (referred to as **Those Indemnified**) from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against Those Indemnified, whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) sustained by the Person or anyone associated or connected with the Person, arising directly or indirectly out of or in connection with:
 - the attendance and/or participation (including consumption) at a Sprout cooking class;
 - the Sprout's Services (whether provided to or in conjunction with a third party); or
 - any event organised by Sprout as the case may be.
- The indemnity will extend to all costs (including reasonable legal costs), damages and expenses incurred by Sprout.
- Despite any other term and to the maximum extent permitted by law, Sprout will not bear any liability to you for consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).

Limitation of liability

- If any warranty, term or condition in this policy cannot at law be excluded or avoided (**Non-Excluded Provision**), then, to the extent permitted by law, Sprout's liability for a Non-Excluded Provision is limited to one or more of the following:
 - The cost of the cooking class; or
 - Supplying the cooking class again.

Definitions and interpretation

- **Person** refer to any:
 - guests and/or individuals;
 - parents and/or guardians of any individuals and/or guests;
 - members of the public; orthat attend and/or participate in a Sprout cooking class.
- **Sprout** refers to Cook SA Pty Ltd trading as Sprout Cooking School.

- **Sprout's Policies** refers to the following policies:
 - Sprout Cooking Class Policy
 - Sprout Safety Policy
 - Sprout Dietary Requirement Policy
 - **Sprout General Privacy Policy**

Declaration

- I acknowledge, that I have read and understood this Policy and declare that I agree to be bound by it.

Or if applicable:

- I acknowledge, as the parent/guardian, that I have read and understood this Policy and declare that I agree to be bound by it.