

Little Scientists Workshop Participation Terms & Conditions

Little Scientists Australia (**Little Scientists**) is a not-for-profit initiative of FROEBEL in cooperation with the Haus der kleinen Forscher Foundation (**Little Scientists House Foundation**) in Germany. Set out below are the terms and conditions (**Terms**) between the Workshop attendee (**you** or **Attendee**), and Little Scientists and FROEBEL (**us, we, or our**). These Terms apply to all workshops arranged or hosted by us (**Workshops**) that you attend. When registering to attend a Workshop you agree to be bound by these Terms.

The aim of Little Scientists is to provide children aged from three to six years enrolled in Education and Care Services across Australia (such as day care, pre-schools, kindergarten, outside school hours care, vacation care, family day care, occasional care, etc.) with hands on and age-appropriate educational experiences in science, technology, engineering and mathematics. Little Scientists encourages and enables qualified educators to actively include scientific technical, engineering and mathematical content in their educational work by offering a range of professional development and program modules.

1. Bookings, Payment and Workshops

- 1.1. To secure your place in a Workshop you must book through our online booking system and pay the Workshop Fee (as set out in clause 2 below) in advance to us. We will then confirm your place in the Workshop once payment of the Workshop Fee has been received by us and confirmed.
- 1.2. The number of Attendees that can attend a Workshop is capped at 20 and we reserve the right to modify the cap number as we consider necessary. Should you wish to register more than 20 Attendees please contact us directly for approval and to obtain a quotation.
- 1.3. All Workshops are full day Workshops. Depending on the location of the Workshop, you will have either a half hour or a one hour break for lunch. We do not provide catering.
- 1.4. We reserve the right to change the start and finish times of the Workshop. If you are affected by such a change we will notify you as soon as any change is made.

2. Workshop Fees

- 2.1. Our standard price for one Workshop is \$115.00 (including GST) per Attendee (**Standard Price**);
- 2.2. We offer multiple in-service Workshop packages to approved community groups, childcare, and education providers at a discounted price per Workshop. Cancelled workshops do not qualify towards our discounted pricing schedule.
- 2.3. The price of our Workshop packages varies depending on the number of your Attendees per Workshop, and the number of total Workshops that you have cumulatively purchased. As set out in the table below, the Discounted Price available for any Workshop Fee depends on
 - 2.3.1. the number of Workshops already attended; and
 - 2.3.2. the number of Attendees per Workshop.

Number of Workshops	Number of Attendees	Total Price (including GST)	Discounted Price per Workshop (including GST)	Total discount
1	10-14	\$1610.00	\$1610.00	\$0.00
	15-20	\$2300.00	\$2300.00	\$0.00
2	10-14	\$3059.00	\$1449.00	\$161.00
	15-20	\$4370.00	\$2070.00	\$230.00
3	10-14	\$4347.00	\$1288.00	\$483.00
	15-20	\$6210.00	\$1840.00	\$690.00
4	10-14	\$5635.00	\$1288.00	\$805.00
	15-20	\$8050.00	\$1840.00	\$1150.00
5	10-14	\$6923.00	\$1288.00	\$1127.00
	15-20	\$9890.00	\$1840.00	\$1610.00
6	10-14	\$8050.00	\$1127.00	\$1610.00
	15-20	\$11500.00	\$1610.00	\$2300.00
7	10-14	\$9096.50	\$1046.50	\$2173.50
	15-20	\$12995.00	\$1495.00	\$3105.00
8	10-14	\$9901.50	\$805.00	\$2978.50
	15-20	\$14145.00	\$1150.00	\$4255.00

2.4. For each additional Workshop within a Workshop package, the number of Attendees must be confirmed in advanced and the fee for each additional Workshop must be paid prior to the commencement of that Workshop.

3. Participation

To fully benefit from the Workshops you are expected to arrive on time and leave after the finish time. If you arrive late or leave early you are expected to do so quietly so as to minimize any disturbance to the group. You must inform the facilitator of any such arrangements or disturbances prior to the Workshop starting.

4. Certificate of Attendance

Attendees will receive a certificate of attendance for each Workshop they successfully complete. If an Attendee has attended less than 70% of a Workshop they will not receive a certificate of attendance or the accompanying Program Materials. Where an Attendee has attended less than 70% of a Workshop, Little Scientists offers placement in another Workshop of the same topic once more to receive certification unless the Attendee's insufficient attendance is deemed at fault of the Attendee (e.g. late or continual departure from Workshop for phone calls).

5. Postponement

5.1. We reserve the right to postpone or cancel a Workshop (e.g. due to insufficient registrations).

5.2. If we have confirmed your place in a Workshop and we subsequently cancel the Workshop, we reserve the right to either offer you an alternative Workshop date or issue you a refund of your Workshop Fee.

6. Cancellation and change of date

6.1. If your place in a Workshop has been confirmed, you must provide us with 14 days' written notice to cancel your Workshop.

6.2. If your place in a Workshop has been confirmed, you may change the date of your Workshop by providing us with written notice not less than 7 days prior to your original Workshop date or the revised Workshop date.

7. Program and venue variation

We may change the venue of the Workshop for any reason (e.g. higher than anticipated attendance numbers). We may vary the Workshop program to deal with any unforeseen circumstances, provided the content of the Workshop is not substantially altered.

8. Intellectual property

8.1. Ownership

8.1.1. All Little Scientists IP is either owned by FROEBEL, or by Haus der kleinen Forscher Foundation, and FROEBEL has a licence from Haus der kleinen Forscher Foundation to exploit the Little Scientists IP in Australia.

8.1.2. You must not:

8.1.2.1. directly or indirectly contest or impair the ownership or rights in the Little Scientists IP; or

8.1.2.2. represent that you have any ownership interest in the Little Scientists IP.

8.2. Program Materials

8.2.1. You may only use the Program Materials in accordance with these Terms.

8.2.2. You must not copy, alter, adapt or modify the Program Materials.

8.2.3. You must not publish or distribute the Program Materials other than as expressly permitted under these Terms.

8.2.4. You must acknowledge that the Program Materials are used under licence from FROEBEL in all Workshops and in any promotional materials for the Little Scientists Program.

8.3. Infringement

If you learn or have reason to believe that:

8.3.1.any unauthorised person has come into possession of any part of the Program Materials; or

8.3.2.any person has made any improper or unauthorised use of the Program Materials or Trade Mark,

you must immediately report full particulars to us.

9. Limitation of Liability

9.1. To the maximum extent permitted by law, we have no liability to you including but not limited to any direct or indirect, special or consequential loss nor any loss of profit, loss of data or loss of business opportunity which you may suffer or incur in connection with or as a result of the Workshop or use of these terms.

9.2. Except as required by any Prescribed Terms (as defined in clause 9.3 below) and under the express warranties set out in these Terms, all conditions, warranties, terms, and obligations expressed or implied by law or otherwise relating to the performance of our obligations under these Terms, or any products or services supplied, or to be supplied, by us under these Terms, are excluded.

9.3. Prescribed Terms means terms, conditions, guarantees and warranties implied by law into some contracts for the supply of goods or services and which the law expressly provides:

9.3.1.may not be excluded, restricted or modified; or

9.3.2.may be excluded, restricted or modified only to a limited extent.

9.4. Where any Prescribed Terms apply, our liability to you for a breach of any Prescribed Term implied into these Terms is limited to the maximum extent permitted by law.

10. Indemnity

10.1. For the purposes of this clause 10, we act in our own capacity and as agent for the Local Network Partners of Little Scientists (**Third Parties**).

10.2. You must indemnify us and each member of our personnel on a full and continuing indemnity basis from and against any losses, damages or claims made against Little Scientists or the Third Parties or any of their respective personnel (whether on their own or jointly), in connection with or relating to:

10.2.1. any material breach by you or any of your Attendees of these Terms or relevant law;

10.2.2. death of or personal injury to persons or property damage arising out of or in connection with your performance of these Terms;

10.2.3. the failure of you or any of your Attendees to use reasonable care in carrying out the obligations under these Terms; and

10.2.4. any damages, reasonable costs and expenses incurred in defending or settling any such claim, proceeding or demand.

11. No warranties

11.1. Subject to clause 11.2 the Workshops and Program Materials are provided without warranties of any kind, either express or implied and any condition or warranty which would otherwise be implied in these Terms is excluded.

11.2. Where legislation or other law implies any condition or warranty in relation to these Terms and that law avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty is included or implied in these Terms. Our liability under any such condition or warranty will, at our option and to the extent permitted by law, be limited to the Registration Fees.

12. Disclaimer

12.1. You expressly acknowledge that in the course of undertaking the Workshop use is made of water, dyes, paints, chemicals, art tools and other materials, which are all used at your own risk.

12.2. To the extent permitted by law, we expressly disclaim any liability to you for:

12.2.1. any injury to you or loss to your property however occurring before, during or after a Workshop while you are on premises we legally control;

12.2.2. any negligent acts or omissions by us, our instructors, servants or agents or licensees occurring before, during or after a Workshop while you are on premises we legally control;

12.2.3. any breach of contractual duty or obligation we owe to you in relation to personal safety before, during or after a Workshop while you are on premises we legally control;

12.2.4. breach of any duty we owe to you as an occupier of premises we legally control;

12.2.5. breach of any statutory duty which we, our directors, instructors, employees, servants or agents may owe to you; and

12.2.6. any other liabilities howsoever caused arising as a result of your undertaking a Workshop or entering into premises we legally control.

13. Governing Law and Jurisdiction

13.1. These Terms are governed by the laws of New South Wales and applicable laws of the Commonwealth of Australia.

13.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and relevant Federal courts and courts competent to hear appeals from those courts.

14. Entire Agreement

These Terms supersede all previous oral and written agreements or arrangements, if any, in respect of their subject matter and embody the entire agreement between the parties.

15. Privacy

We will handle your personal information in accordance with our privacy policy. We may also use your personal details to send you details about our current and future products relating to the Workshop. You may request by email or in writing to be removed from our contact list at any time.

16. Severability

Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of the provision in any other jurisdiction.