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Sprout Nutrition and Cooking Programs

Terms and Conditions

General

- These terms constitute the entire agreement between the parties in respect of its subject matter, and supersede all prior agreements, representations, negotiations and correspondence.
- These terms will be governed by the laws of South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.
- Sprout prohibits smoking on or around the premises.
- Participants must follow all reasonable directions by Sprout; and
- Sprout reserves the right to refuse entry or remove from the premises any person for any reason at their sole and absolute discretion.
- To enrol and participate in a Sprout Nutrition and Cooking Program you must be 17 years of age or older at the time of payment.

Payment policy

- Payment for Sprout Nutrition and Cooking Programs must be made in full before program commencement.
- If you are entitled to a rebate using private health insurance, any other form of insurance or a Medicare scheme, this rebate can be claimed upon completion of each individual nutrition consult, group session or cooking class.
- Payment is accepted by:
 - Credit card, and
 - Cash
- Gift vouchers can be redeemed for Sprout Nutrition and Cooking Programs by quoting the Voucher Number in the Voucher/Code box to Sprout Health Studio staff when booking your Sprout Nutrition and Cooking Program.

Cancellation and Refund Policy

- We do not offer refunds, transfers or credit notes for 'change of mind' reasons, including illness or injury.

- **2 weeks or less notice:** No refunds, transfers or credit notes. You are welcome to send someone in your place - please simply email us their name, contact number and any dietary requirements and we will do our best to accommodate them.
- **More than 2 weeks notice:** No refunds. We are happy to issue you with a credit note which you can use to enrol into a different Sprout Nutrition and Cooking Program a later date.
- **Cancellations using gift vouchers:** If you cancel a class which you have booked through redemption of a gift voucher, the same cancellation terms as above will apply, and your credit note will take the form of a re-issued gift voucher with the original expiration date. If you cancel a booking using a gift voucher 2 weeks or less prior to a class, or your gift voucher expires before the date of your class, your voucher will not be re-issued.

Minimum participants:

A minimum of 12 participants are required to be enrolled into a Sprout Nutrition and Cooking Program for the program to proceed. If minimum numbers are not reached the program may be cancelled or rescheduled. In this instance you will have the right to choose between a credit note for use at another Sprout Nutrition and Cooking Program or a complete refund using the same method by which you paid or you can be enrolled in another Sprout Nutrition and Cooking Program.

Cancellation or Reschedule of a Program

If we ever need to cancel, reschedule or relocate an individual nutrition consult, group session or cooking class we will notify you as soon as possible. In the event a nutrition consult, group session or cooking class is rescheduled or relocated and you are unable to attend as a result, we will of course provide you with a full refund for that session using the same method by which you paid, or find an alternate time or session that is appropriate for you, or (if you prefer) a credit note for you to attend another class at a later date.

Australian Consumer Law

We comply with our obligations under the Australian Consumer Law. To the extent that any of the refund/return/replacement rights stated on our website are inconsistent with your rights under the Australian Consumer Law (found at Schedule 2 to the *Competition and Consumer Act 2010*) your statutory rights will prevail.

Sprout Privacy Policy

Sprout may from time to time collect or obtain your personal information through various means, such as when you visit Sprout's website, email Sprout, purchase a place in a Sprout Nutrition and Cooking Program, or attend an individual consult. Sprout may use such personal information (whether identifiable or non-identifiable) to keep you informed of its new products or services, send you regular updates or newsletters, or news of special offers or events. Sprout will only use such information to contact you directly, or for its own website usage analysis or customer/market research purposes, and except as set out in this privacy policy or as required or permitted by law, Sprout will not disclose or sell your personal information to any third parties. Sprout will also use reasonable endeavours to safeguard your personal information against loss, theft, misuse or unauthorised access or disclosure.

Sprout may disclose your personal information to your identified medical team to update them on your progress, new findings and future health plans and in line with Medicare and insurance requirements.

Sprout may disclose your personal information to third-party service providers who perform services on our behalf. For example, Sprout may hire external companies to handle payment processing, host its website, provide goods, services, supplies or facilities, to assist in marketing or publicity, and so forth. Those third parties will only be provided with such personal information they need to provide

the service, must protect personal information to the same extent as Sprout, and shall be prohibited from using it for any other purpose.

Cooking Classes

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 jewellery on their hands; and o 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/.

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 seven (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 to 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.

Limitation of Liability

- You release and at all times indemnify and keep indemnified Sprout Health Studio and Sprout Cooking School 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 on their own or jointly with you and 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), arising directly or indirectly out of or in connection with:
 - the attendance and/or participation in a Sprout cooking class, demonstration, catering event or consultancy services;
 - Sprout providing its services (including but not limited to catering, cooking classes, demonstrations and consultancy services) 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).