



P: 8443 43 43 F: 8354 4334
89 Sir Donald Bradman Drive
Hilton 5033
sprout@sprout.edu.au

SPROUT ONLINE COOKING CLASS POLICY

General requirements to participate in a Sprout online cooking class

- All Persons participating in a Sprout online 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 online 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/.

Supervision

- All Persons participating in a Sprout online cooking class must do so in a safe manner and children under the age of 17 must be supervised by an adult.
- All Persons must behave appropriately and not endanger the safety of themselves or other Persons.
- All Persons must be fit and healthy in order to participate in Sprout online cooking classes.
- All Persons must follow Sprout's Policies and all reasonable instructions issued by Sprout's agents or employees.
- Sprout accepts no responsibility for any illness, accident or injury caused by or in relation to an Person participating in a Sprout online cooking class and the Person waives any liabilities arising from or in relation to any illness, accident or injury caused by or in relation to an Person participating in a Sprout online cooking class.

Dietary requirements

- Where a Person with a dietary requirement purchases ingredients as part of an online Sprout cooking class and notifies Sprout of their dietary requirement, Sprout will do their best to accommodate their dietary needs and if required may contact the Person to seek clarification around their needs.
- It is the responsibility of the Person with the dietary requirement to manage their needs and Sprout takes no responsibility for any adverse response caused in relation to a Person's dietary requirement and the Person waives any liabilities arising from or in relation to their dietary requirement.

Access to online Services

- Individuals have access to Sprout's online services for the amount of time negotiated with a Sprout representative or as per the purchase conditions on the Sprout website.
- Access to online services commences from when an individual purchases a service or activates a coupon code.

Intellectual Property

- Sprout retains all intellectual property rights (including, without limitation, all copyright, designs, trademarks and patents) of any nature in any inventions, designs, works and subject matter created in relation to all Events, Services and Products,
- Organisations and Persons are not permitted to record, copy, rebrand or disseminate any Sprout materials including recipes, video footage or online services to other Persons or organisations.

Refunds

- Sprout does not offer refunds or credit notes:
 - for 'change of mind' reasons or non-attendances due to illness or injury;
 - if a Person does not attend the Event;
 - if a Person fails to access online Services within an allocated period; or
 - if a Person fails to meet these Terms and Conditions and Sprout's Policies.
- If Sprout needs to cancel or reschedule an online cooking class, the person will be notified as soon as possible. In the event an online Service is rescheduled 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.

Waiver

- In consideration of being permitted to participate in a Sprout online 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 participation (including consumption) in the Sprout online cooking class (including but not limited to any allergic reaction) or the ordinary negligence of Sprout that the Person may have arising out of his/her attendance and/or participation in the Sprout online 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 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) 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 an Event;
 - Sprout's Services (whether provided to or in conjunction with a third party);
 - any event organised by Sprout as the case may be; or
 - any Product sold by Sprout.
- 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 these Terms and Conditions 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 Event, Service or Product; or
- Supplying the Event, Service or Product again.

Definitions and interpretation

- **Event** refers to any:
 - cooking classes offered by Sprout;
 - demonstrations offered by Sprout;
 - Events in which Sprout is catering;
 - Events hosted by Sprout; and
 - food tours hosted by Sprout.

- **Person** refers to any:
 - guests and/or individuals;
 - parents and/or guardians of any individuals and/or guests; and
 - members of the public;that attend and/or participate in a Sprout Event.

- **Product** refers to any:
 - Recipes;
 - Resources e.g nutrition education flyers;
 - Retail goods; and
 - Branded goods.

- **Service** refers to any:
 - Online services e.g online cooking demonstrations, webinars, consultancy
 - Professional services e.g Nutrition consultation;
 - Presentations e.g Food presentations, nutrition presentations, cooking demonstrations;
 - Provision of advice designed to achieve a specific outcome e.g corporate workplace health consultation, healthy policy advice;
 - Hosting e.g event MC;

- Catering; and
- Any service or activity provided by a third party where Sprout contributes.
- **Sprout** refers to Cook SA Pty Ltd trading as Sprout.
- **Sprout's Policies** refers to the following policies:
 - Sprout Cooking Class Policy
 - Sprout Safety Policy
 - Sprout Dietary Requirement Policy
 - Sprout General Privacy Policy
- **Terms and Conditions** refers to these terms and conditions.

Declaration

- By accepting this quote you enter into a contract with Sprout and you agree to these Terms and Conditions.

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.