



Consent to Terms of Service and Waiver

To:

Social Space Community Pty Ltd (***Social Space***)

From:

Legal Guardian:

Address:

Email:

Child:

Date: / / /

Consent terms

1. I am signing this consent form in my capacity as the Legal Guardian of the above-named Child.
2. I intend to engage Social Space to provide services to, or for the benefit of, the Child, and consent to the provision of services by Social Space.
3. I acknowledge that the services provided by Social Space are strictly **recreational in nature**, and that the services:
 - (a) are not intended to constitute physical or psychological treatment or therapy;
 - (b) are not provided by qualified professionals in their capacity as qualified professionals;
 - (c) are not subject to legislative standards for provision of health care services; and
 - (d) are not otherwise provided (or sought) for the purposes curing a condition or managing the symptoms of the Child but are merely provided for the Child's own recreational enjoyment and/or personal well-being.
4. Social Space is not required to, and will not, retain records of the provision of the services to the Child, beyond any business record-keeping requirements imposed on it by law.



Where someone else brings the Child to a class/activity

5. The Child must be accompanied by an adult during receipt of the services provided by Social Space.
6. Someone other than the legal guardian may accompany the Child, however that person:
 - (a) must have been provided with a copy of this document;
 - (b) must have read and agreed to the terms contained within; and
 - (c) may be provided by a copy of this document by Social Space; and
 - (d) may be asked by Social Space to confirm that person's agreement to the terms within, prior to attending an activity or class.

Safety

7. It is my responsibility to advise Social Space of any conditions or symptoms of the Child (for example, any; anxiety, sensory processing issues, allergies, medical conditions such heart conditions or epilepsy, or similar conditions or similar conditions) where those conditions or symptoms may heighten the risk faced by the Child when receiving the services, or the risk posed by the Child to other recipients of the services, or any risk to invitees to the premises in which Social Space conducts the services.
8. I am responsible for the safety of the Child during the provision of the services by Social Space and can instruct Social Space to withhold provision of services to my Child at any time.
9. I am responsible for the actions of the Child during the provisions of the services by Social Space.
10. I will actively supervise the Child during the provision of the services by Social Space.
11. Safety is Social Space's main priority. If the Child's behaviour is a clear risk to other persons present, facilitators of any activities/classes will advise Social Space of this fact and Social Space is authorised to make any changes to the delivery of the services to the Child to reduce the risk.
12. I am entitled to request a copy of the safety standards, practices, or policies of Social Space at any time, or to request any further information (related to safety) from directors, employees, or agents, of Social Space at any time.



Photography

13. Social Space is committed to the privacy and well-being of all service recipients. Photography of any kind is not permitted of any other recipients of the services (e.g. any other children), without the consent of their legal guardians.
14. Social Space will take steps to ensure that no specific service recipient is the subject of any direct photography without the consent of their legal guardian.
15. Social Space may take photography of the wider classroom, or any works created by the Child. Such photography may include all or part of the Child's image, however, it will not be solely focused on the Child. By signing this form, I consent to this type of photography by Social Space, and to any subsequent posting of this type of photography on their website or social media.
16. If you are ever concerned regarding any photography, you can:
 - (a) ask that the Child be removed from the class/activity whilst photographs are being taken;
 - (b) review any photographs immediately after they are taken; and
 - (c) request that photographs which include the Child be removed from publication and destroyed.

Services via videoconference

17. Social Space may offer activities by way of videoconferencing (utilising services such as Zoom). Any such video-conferenced classes will not be recorded by Social Space.
18. You will be required to obtain any supplies required during the activity, prior to the start of the videoconferencing session.
19. If any program or packaged offer for a series of activities includes services proposed to be conducted via tele-link, you will be informed of this prior to payment for any such program.
20. Social Space may utilize videoconferencing technology for physical classes, in circumstances where parents or other relatives (either by blood relation or at law) are unable to attend physically. The Child must be supervised physically by an adult in such circumstances, and any person conducting the videoconferencing must ensure no recording focussed on other service recipients is undertaken in line with Social Space's policy on photography.



Waiver

21. I understand that, by signing this consent form, the Child will be receiving services that may include:
 - (a) light yoga (focusing on breathing and mindfulness activities);
 - (b) visual arts and crafts;
 - (c) painting; and
 - (d) other recreational group activities.
22. While the risk for the proposed activities is likely to be low, and those activities are not intended to be intensely physical activities, I understand and acknowledge that the Child's participation in the activities involves certain unavoidable risk. Those risks may result in harm to person or property. I accept and voluntarily assume such risks on behalf of both the Child and I by signing this form.
23. I agree to release, indemnify, and hold harmless Social Space Community, including its directors, employees, or agents, from any and all; liability, loss, damages, costs, claims, and/or causes of action, to the extent permitted by law.
24. This waiver is only intended to apply to the extent permitted by law. Execution of this waiver does not prevent a claim against Social Space, or any other person, as result of that entity's own negligence or wilful misconduct, or a claim made pursuant to the *Australian Consumer Law*.
25. In the event of an emergency requiring medical care, the undersigned authorises Social Space apply emergency first aid to the Child (if required).



Obligations as a Blue Card holder

- 26. The services will be provided by persons holding a valid Blue Card under the *Working with Children (Risk Management and Screening) Act 2000* (Qld).
- 27. By signing this consent form, I consent to Social Space, including its directors, employees, or agents, fulfilling its obligations as a Blue Card organisation, including:
 - (a) by reporting a disclosure or reasonable suspicion that harm has come to a child (as defined in section 9 of the *Child Protection Act 1999* (Qld)); and
 - (b) by updating and implementing safety standards to ensure the safety of children in receiving the services.

Communication and changes

- 28. Social Space is authorised to contact you by way of email communication using the email address listed on this form, in relation to the services.
- 29. Social Space may make changes to its terms of service from time to time. If this occurs, Social Space will email a copy of the amended terms of service to you.
- 30. If the Child continues to attend classes or activities after receipt of any amended terms of service by you to the email address listed in this document, you will be deemed to have accepted those amended terms of services unless you advise Social Space otherwise.

List of Risks

List any conditions or symptoms of the Child that Social Space facilitators should be aware of (for example and not limited to *medical conditions, motor planning issues, fine motor or gross motor difficulties, ADHD, impulse control issues, executive functioning difficulties, anxiety, auditory, tactile, olfactory sensory sensitivities, allergies, speech and language difficulties*)

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Anything else?

Please advise Social Space of anything else they might need to be aware of whilst we provide the services and some tips to manage some of the conditions listed above:

9.

10.

11.

Signature

Name and Relationship to the child:

Date