

TERMS & CONDITIONS

Version 3 | December 2025

1. DEFINITIONS

1.1 Wonder & Wild Homeschooling

"Wonder & Wild Homeschooling" or the abbreviation "W&W" means the company with whom you have entered into this agreement.

1.2 Program

"Program" means the Homeschooling outline and activities that are provided by Wonder & Wild Homeschooling that you are purchasing for the purpose of homeschooling your own child.

1.3 Parent

"Parent" means a parent or legal guardian who will be responsible for the payment of fees and who is the contracting party to this contract.

1.4 Participant

"Participant" means the child participating in the program.

1.5 Fees

"Fees" means the monetary value of the program that is chargeable to the parent in order to gain access to the program and is listed on the website and the Registration Form.

1.6 Registration Form

"Registration Form" means the online form relating to the purchase of the program by the parent and accessed via the website.

1.7 Website

"Website" means the online site owned and operated by Wonder & Wild Homeschooling and found at www.wonderandwild.com.au.

1.8 Terms & Conditions

"Terms & Conditions" means the terms and conditions set out in this document including any referenced documents and any special terms agreed upon in writing by W&W and the parent in either digital or printed form.

2. GENERAL

2.1 Acceptance

2.1.1 These terms and conditions: Please read these terms carefully before you purchase our programs. These terms and conditions tell you who we are, how we will provide programs to you, how you and we may change or end the contract, what to do if there is a problem and other

important information. If you think that there is a mistake in these terms, please contact us to discuss. All those wishing to participate in a W&W program must agree to the terms and conditions set out below. The terms and conditions shall be deemed to have been accepted by the parent upon payment of the fee by or on behalf of the parent. Payment by the carer shall be deemed to have been made on behalf of the parent.

- **2.1.2 No variation:** There will be no binding variations or additions to these terms and conditions unless agreed upon in writing by both W&W and the parent.
- **2.1.3 Acceptance:** These terms and conditions shall be deemed to be accepted by the parent once the Registration Form has been submitted and confirmation of payment of fees has been received by W&W.
- **2.1.4 Failure to comply:** In the unlikely event of a customer failing to abide by these terms and conditions, a parent or participant may be requested to discontinue with the W&W program. In this instance W&W will be under no obligation to provide a refund for any outstanding lessons.

2.2 Liability waiver

- **2.2.1 Liability:** I, being the parent or guardian of the participant, understand that whilst every precaution will be taken to ensure the good welfare and protection of the children who participate in our programs; W&W, its staff, management and owners, are hereby released from any and all liability in the event of an accident or misfortune, damage or loss that may occur to the child and/or their property, unless due to W&W negligence.
- **2.2.2 Claims:** The parent agrees (for and on behalf of the parent and the participant) that any claim by the parent or the participant against W&W or any staff member of W&W must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter may not be accepted after this period. The parent acknowledges, warrants and undertakes (for and on behalf of the parent and the participant) that the maximum aggregate liability of W&W to the parent and/or participant under these terms and conditions shall not exceed the fee.

2.3 Education outcomes disclaimer

Wonder & Wild Homeschooling provides educational resources, guidance, and activity-based learning programs only. While every effort is made to create high-quality, developmentally appropriate and curriculum-informed content, Wonder & Wild Homeschooling does not guarantee any specific educational, behavioural, academic, or developmental outcomes for any participant. Each child is unique, and learning progress is influenced by many factors including (but not limited to) age, ability, additional needs, learning environment, parental involvement, health, and consistency of engagement. The parent acknowledges that results will vary and that participation in the program does not guarantee particular results or progress Wonder & Wild Homeschooling is not responsible for a participant's academic performance, registration outcomes with state authorities, or any specific learning achievements.

2.4 Indemnity

The parent shall indemnify and keep indemnified W&W against all loss (including loss of profit), liability, costs and expenses which W&W shall incur directly or indirectly as a consequence of any action or inaction of the parent, the carer or the participant.

2.5 Force majeure:

Wonder & Wild Homeschooling will not be liable for any delay or failure to perform its obligations under these terms and conditions due to events beyond its reasonable control.

2.6 Involvement and supervision consent

By completing the registering form, the parent gives their consent for the participant to be involved in any W&W activity within the W&W program. W&W will provide adequate instruction to the parents in order to ensure they can participate safely. The parent agrees that they are responsible for the implementation of any and all W&W activities as well as the supervision and safety of the participants.

2.7 Wonder & Wild contacts

If you wish to contact Wonder & Wild Homeschooling, you can do so via email or mail.

2.7.1 Email address: Our email address is hello@wonderandwild.com.au

2.7.2 Postal address: Our postal address is PO Box 5091, Port Macquarie BC, 2444.

2.8 Governing law

These terms and conditions are governed by the laws of the state of New South Wales, Australia (which is the location of our head office) and of the Federal Government of Australia.

2.9 Severability

If any clause (or part of any clause) in these terms and conditions is held by a court to be illegal, void or unenforceable, that clause (or part of a clause) is to be regarded as having been deleted from these terms and conditions, and these terms and conditions otherwise remain in full force and effect.

2.10 Consumer Guarantees:

Nothing in these Terms & Conditions excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term implied or imposed by the *Competition and Consumer Act 2010 (Cth)* or any similar State or Territory legislation which cannot lawfully be excluded or limited.

2.11 Dispute Resolution

Any concerns or disputes should first be raised in writing with Wonder & Wild Homeschooling. We will make reasonable efforts to resolve the matter in good faith before further action is taken.

3. PROGRAM & CONTENT

3.1 Digital Access & Account Security

Parents are responsible for maintaining the confidentiality of their login details and for all activities under their account. Sharing login access beyond the immediate household is not permitted. Wonder & Wild Homeschooling may suspend or terminate access if misuse, sharing, or unauthorised distribution of materials is detected.

3.2 Copyright confidentiality

- **3.2.1 Intellectual Property:** All intellectual property, including trademarks, logos, digital resources, and artwork, remain the property of Wonder & Wild Homeschooling and are protected under Australian copyright and trademark law.
- **3.2.2 Confidentiality:** The parent, carer and participant agree to keep the content of the Wonder & Wild Homeschooling program and any associated material confidential and not to copy, share or use any aspect of the W&W program directly or indirectly for any purpose other than their own children participating in the homeschooling program.
- 3.2.3 Competition Restriction: The parent, carer and participant agree not to directly or indirectly manage, operate or assist in the organisation of any business which competes with W&W while the participant is completing the W&W program and for a period of one year afterwards.

3.3 Program Delivery & Availability

Wonder & Wild Homeschooling aims to provide continuous access to its online programs but does not guarantee uninterrupted availability. Temporary interruptions may occur due to maintenance, upgrades, or issues beyond our control.

3.4 Program Updates & Changes

Wonder & Wild Homeschooling is committed to maintaining high-quality, current, and relevant content. We may update, modify, or improve elements of our programs, resources, or digital platforms from time to time to reflect curriculum changes, new educational standards, or enhanced user experience.

Where significant updates occur, W&W will make reasonable efforts to notify enrolled parents via email or website announcement. Updates may include replacing outdated materials, adding new lessons, or refining activities. These updates form part of the purchased program and do not entitle the parent to a refund or additional charge unless explicitly stated.

3.5 Termination of Access

Wonder & Wild Homeschooling reserves the right to suspend or terminate a parent's or participant's access to the program at any time if:

- **3.5.1** A material breach of these Terms & Conditions occurs.
- **3.5.2** The Code of Conduct, Privacy Policy, or any related policy is violated.
- **3.5.3** Login credentials or digital resources are shared, copied, or distributed beyond the registered household.
- **3.5.4** Conduct is deemed by W&W to be inappropriate, disruptive, fraudulent, or damaging to the W&W community or reputation.

3.6 Notification of termination

Where appropriate, W&W will first issue a written warning and provide an opportunity to rectify the breach. If the behaviour continues or is serious in nature, W&W may immediately remove access without further notice. Termination under this clause does not entitle the parent to a refund of any fees already paid, except as required under Australian Consumer Law. Termination of access will not affect any accrued rights or obligations of either party existing at the date of termination.

4. MEDICAL

4.1 Allergies or medical conditions

Wonder & Wild Homeschooling has taken all reasonable care to design its programs and activities to be inclusive and suitable for a wide range of learners, including those with medical conditions, allergies, or additional needs. However, each child's circumstances are unique, and it remains the sole responsibility of the parent or guardian to assess the suitability of any activity or resource for their child.

Parents and guardians should use their own discretion and judgment when selecting, modifying, or omitting any activity based on their child's specific medical, physical, dietary, or developmental needs. Wonder & Wild Homeschooling will not be held liable for any injury, allergic reaction, or adverse outcome resulting from participation in suggested activities or the use of recommended materials.

4.2 Wellness & Learning Support

At Wonder & Wild Homeschooling, we value both learning and wellbeing. Children learn best when they are healthy, happy, and emotionally supported. Parents and guardians are encouraged to prioritise their child's physical and mental health over completing any specific lesson or schedule. If a child is unwell, tired, or struggling emotionally, it is the parent's responsibility to pause or adapt learning until they're ready to re-engage. There's no pressure to continue when it may affect their wellbeing.

The W&W team is always available to offer support or ideas for adapting the program. If you need help navigating wellness or learning challenges, reach out at hello@wonderandwild.com.au

5. PHOTOGRAPHY

5.1 Parents photography

Parents are encouraged to take and share photos of their children participating in the Wonder & Wild homeschooling program. However the course material is copyright protected and therefore no part of the programs including but not limited to introductions, outlines or worksheets are to be shared publicly via social media or any other outlet. Please ensure all photos refrain from containing any of this material.

The exception to this is any certificates or awards that we may issue for you to customise for your participants. Please be aware of the safety of your child when posting images online.

5.2 Photography consent

From time to time, W&W will record or photograph the parents and participants of the program. By participating in our programs or submitting photos or videos of your children you consent to your image and likeness being used by W&W for any commercial or promotional purpose that is related to the interests of W&W or for internal training purposes. If this term is unable to be fulfilled by the parent or carer, please email W&W at hello@wonderandwild.com.au.

5.3 Photography reproduction

W&W will never sell or license images to third parties unrelated to its operations.

6. FINANCIAL

6.1 Enrolment fee - Full year

Upon initial registration, the parent will be required to pay a registration enrolment fee as advertised on the W&W website. This fee covers the W&W program for the calendar year for which it was purchased. On the 31st of December each year, that access will be removed. The parent can then choose to enrol in the next year level for the following year.

6.2 Enrolment fee - Term based subscription

- **6.2.1 Initial payment:** Upon initial registration, the parent will be required to pay the term 1 (or the current term in the calendar year) enrolment fee as advertised on the W&W website. This fee covers the W&W program for the term for which it was purchased.
- **6.2.2 Subsequent payments:** At the end of each term, the parent will be automatically charged for the next term.
- **6.2.3 Subscription cancellation:** If the parent does not wish to continue with their subscription, they must cancel it before the end of the current term. If they do cancel, they will retain access to any paid for terms until the end of the calendar year in which they paid for them.

6.3 Payment Types

We accept Visa and Mastercard debit or credit cards, or direct debit from a bank account. Payments will be taken from the payment type from which you made your last payment. If you want to change the payment type or update your card details, please contact us on hello@wonderandwild.com.au.

6.4 Fee Changes

Fee changes will only occur when necessary and only for the following year. Once you have paid for fee for the year, that locks in the price for you for that year.

6.5 Cancellations and refunds

- **6.5.1 Refunds:** All W&W enrolment fees are non-refundable except as required under Australian Consumer Law or with prior written approval from W&W. Refunds may be approved on a case-by-case basis especially where a major failure has occurred under the ACL.
- **6.5.2 Cancellation by parent:** If you wish to no longer participate in the W&W program, you must notify W&W via email. As stated in clause 6.4.1, no refunds will be given unless in exceptional circumstances and only with approval from W&W.
- **6.5.3 Cancellation by W&W:** W&W reserves the right to cancel your registration at any time on grounds of incorrect, fraudulent or misleading information provided as part of the registration process; or due to the participant breaking the code of conduct or terms and conditions. In the event of your registration being cancelled for any of the above reasons, no refunds will be given.
- **6.5.4 Cancellation by an outside force:** If W&W are unable to facilitate the program due to forces outside of its control such as "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, etc), strikes, terrorist activity, or where local authorities/public guidance advise that program should be temporarily suspended for health or other reasons, then no refunds will be given, however credits may be given at the discretion of W&W.

6.6 Failed Payments:

If a payment is unsuccessful, W&W may temporarily suspend access to the program until the payment issue is resolved.

7. ADDITIONAL POLICIES

7.1 Privacy Policy

The parent acknowledges, has read and understands the Wonder & Wild Homeschooling Data Privacy Policy, available at www.wonderandwild.com.au/privacypolicy and provided during the registration process. To request access to or deletion of your data, please email us at hello@wonderandwild.com.au.

7.2 Parent Code of Conduct

The parent acknowledges, has read and understands the Wonder & Wild Homeschooling Code of Conduct, available at www.wonderandwild.com.au/codeofconduct and provided during the registration process.

7.3 Policy Updates

W&W reserves the right to update its policies (including Privacy Policy and Code of Conduct) from time to time. Updated versions will be posted on the W&W website, and continued use of the program will constitute acceptance of those updates.