



Trading Terms and Conditions

The person (here on referred to as client) completing the enrolment form warrants and represents to the Magic Academy they have full rights, power, legal capacity and authority of the child/children to enrol them into The Magic Academy school holiday Magic Camp. (Delta Alpha Kappa Enterprises ABN 69 217 727 983 trading as The Magic Academy) here on referred to as TMA.

It is agreed:

1. Client to bring the confirmation form to allow entry to the Magic Camp.
2. The client and/or child shall not record, broadcast, duplicate or reproduce any of the TMA program.
3. TMA has the right to alter the program design.
4. In the event that the Magic Camp is cancelled TMA will offer a refund to the client or will agree on an alternative Magic Camp also subject to this Consent and Indemnity in full.
5. Client irrevocably on an ongoing basis will immediately on demand fully indemnify The Magic Academy (TMA) (or any one or more of you) as to or arising out of any liability claim proceeding or demand (whether original or third party) for damage costs or otherwise whatsoever arising out of any injury demise loss or dam age whatsoever involving any negligence breach of contract or any other breach or omission what so ever in whole or part caused or contributed to by the child or to the child or any entity claiming as a result thereof to the fullest extent permitted in law or equity or statute.
6. To the fullest extent permitted by law equity or statute Client hereafter give to TMA (or any one or more of you) a full release waiver and discharge of any cause of action suit demand or proceeding (whether original or third party) as to or arising out of any injury demise loss or damage whatsoever whether whole or in part caused or contributed to by the child or to the child or to any entity (including me/us claiming as a result thereof whether involving any negligence breach of contract or any other breach or omission whatsoever.
7. This consent And Indemnity binds the parties and their successors and/or assigns to the fullest extent permitted by law equity or statute.
8. Client to provide a packed lunch and a drink for the child.
9. Nuts or foods containing nuts are strictly prohibited.
10. Children must be signed in/out by client or as otherwise agreed in writing.
11. TMA takes no responsibility for loss or damage to children's belongings.
12. Client to drop off their children only. Clients or parents/guardians/adults are not permitted to stay with their child/ children in the hall for legal & insurance reasons.
13. Late pickups may incur a fee of \$7.70 every 5 minutes
14. If payment has been received & the child/children fail to attend no refunds will be given.
15. If Notice of cancellation is given within 30 days of the Magic Camp commence date no refund is given.