



TERMS OF TRADE

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PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Services that we supply to you.

At Scinde House ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about anything, please contact us.

To make these Terms easy to use, we:

- have set out a 'Dictionary' in Part H, which explains the specific meaning, for the purposes of these Terms, of the capitalised words used in these Terms; and
- have included summaries / outlines for each Part in blue boxes – these are intended for guidance only and do not replace any of the terms in these Terms.

1. Introduction

- These Terms set out all of the terms and conditions that apply to Services that we supply to you.
- Any other terms and conditions will not apply unless expressly approved in writing by us for a particular Order.
- We may update these Terms on notice to you in writing. Our updated Terms will apply to all Services you order after we have notified you that we have updated our Terms.

PART B: SERVICES

Part B sets out details about placing Orders. It also sets out the process that applies if there are any issues with an Order or if an Order is cancelled.

2. Order process

- You may order Services from us in accordance with our order processes that we advise to you at any time.
- All Orders are subject to acceptance by us. We may accept an Order (in whole or in part) by issuing an invoice for the applicable Services, providing the Services or otherwise confirming the Order in writing.
- We are under no obligation to enquire as to the authority of any person placing an Order on your behalf.
- You may request variations to Orders. However, acceptance is at our discretion and is subject to our approval in writing, in accordance with our process for variations that we advise to you.
- We may require variations to the Services ordered as a result of changes required to the scope of works discovered before or during the provision of the Services. These variations will be submitted to you for approval, and you shall be required to respond to any variation submitted by us within 10 Business Days. Failure to do so will entitle us to add the cost of the variation to the Order. Payment for all variations must be made in full at the time of their completion.

3. Supply of Services

- We will use reasonable efforts to provide Services on the Date specified in the relevant Order. However, unless expressly agreed otherwise, the Date is indicative only.
- We will provide the Services at the specified location set out in the relevant Order or any other location agreed with you in writing.

4. Bookings and provision of the services

- The Boarder must be booked 24 hours in advance of attending and must have completed an enrolment form in order to commence the Services.
- You acknowledge that any personal property (including, but not limited to, clothing, electronic devices, school materials and other items) must be marked with the Boarder's designated laundry number and name. We accept no responsibility for any loss or damage to personal property brought to and/or left at our premises.
- You acknowledge that occasionally we will have the opportunity to go on trips further afield. We will notify you beforehand for overnight trips and will give you the opportunity for the Boarder to participate. All day / other trips are consented to upon enrolment. Occasionally, a fee will be required for transport, entrance fees and any other applicable charges.
- We shall ensure copies of our Policies and Procedures shall be available for inspection at all times.

5. Cancellation

- Either party may cancel an Order by written notice if the other party:
 - commits a material breach of these Terms which is not remedied within 20 Business Days of written notice of the breach from the other party; or
 - suffers an Insolvency Event.

- If we are unable to provide Services to you, due to reasons beyond our reasonable control, we may cancel the Order (in whole or in respect of any instalment) by giving written notice to you. We will repay you any amount you have paid to us in advance for the relevant Services. We will not be liable for any loss or damage arising from such cancellation.
- You may cancel delivery of the Services by written notice served within 48 hours of placement of the Order.
- Further to clause 5.4, after the 48 hours has lapsed and you request to withdraw the Boarder from Scinde House, a 10 week written notice must be provided by you to us. Failure to provide such notice will result in the deposit being forfeited and payment for 10 weeks Fees in lieu of that notice. We may in some circumstances waive payment or part of the payment at our discretion.

PART C: FEES

Part C sets out terms relating to the Fees for Services.

6. Fees

- The Fees for Services will be:
 - on the enrolment form or otherwise specified and charged at our current rates; or
 - the Fees that we have quoted for Services (subject to clause 6.5).
- We may update our current rates at any time on notice to you in advance. Any such updates will only apply to Orders placed after the effective date of the update.
- You acknowledge and agree that we reserve the right to change the Fees if a variation to our quotation is requested or in the event of increases to us in the cost of expenses (including, but not limited to, increases to taxes, prescription fees, taxi fares, stationery, doctors' fees etc.) or due to unforeseen circumstances that are beyond our reasonable control.
- Unless otherwise stated, the Fees does not include GST.
- Where we provide a quotation, proposal or estimate:
 - we may withdraw the quotation, proposal or estimate at any time before you accept it or we accept an Order by notice in writing to you; and
 - the quotation, proposal or estimate will be exclusive of any applicable additional amounts referred to in clause 6.3.

PART D: PAYMENT TERMS

Under these Terms, we may supply Services to you on credit. It is very important to us that you pay us in full by the due date for payment. The following clauses provide additional protections for us to reflect that arrangement, including terms that will apply if there are any delays or disputes relating to payments.

7. Payment

- You must pay us all Amounts Owing to our bank account (notified to you and updated at any time) or any other payment method that we agree with you.
- Payment shall be:
 - prior to the start of the term; or
 - by way of instalments/progress payments for each term's Fees in accordance with our payment schedule; or
 - as indicated on our invoice or other form; or
 - 20th of the month following the date of any invoice; or
 - in full without deduction, withholding, set-off or counterclaim.
- You acknowledge and accept that Fees are charged for on a full day basis regardless of the attendance or schedule of the Boarder. Furthermore daily Fees still apply if the Boarder is absent due to illness and family holidays taken by the Boarder. At our sole discretion exemptions only apply in the event we are voluntarily closed due to holidays.
- If you have any dispute relating to an invoice issued by us, you:
 - must notify us of that dispute in writing within 14 days from the date of invoice (after that period, unless there is a manifest error, you will be deemed to have accepted the invoice); and
 - will only withhold payment of the amount in dispute and will, upon resolution of any dispute, immediately pay the balance (if any) due to us.
- We and you each agree to promptly deal with any disputed invoices and, where possible, to resolve disputes before the due date for payment.

8. Credit card information

- We will:
 - keep your personal details, including credit card details for only as long as is deemed necessary by us;
 - not disclose your credit card details to any third party; and
 - not unnecessarily disclose any of your personal information, except in accordance with the Privacy Act (clause 16) or where required by law.
- You expressly agree that, if pursuant to this contract, there are any unpaid charges, other amounts due and outstanding by you, we are entitled to immediately charge your nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by you pursuant to the terms of this contract.

9. Credit terms and repayment obligations

- The provision of Services to you on credit is subject to our approval. We may use the services of credit reporters and debt collection agencies (in accordance with clause 16.2).
- You must notify us immediately:
 - if you suffer an Insolvency Event. Any Amount Owing will, whether or not due for payment, immediately become due and payable if an Insolvency Event occurs; or
 - if you are a company and there is a material change in your effective management or ownership.

- 10. Deposit and guarantee**
 10.1 We may require that you pay us in advance, or pay a deposit, or provide a guarantee, before we supply Services, as security for any Amount Owing.
 10.2 If we cancel an Order (for reasons other than your breach of these Terms), we will refund any deposit that you have paid to us in full. Otherwise, any deposit that you pay to us is non-refundable, unless we expressly agree otherwise in writing.
- 11. Late payments**
 11.1 If payment in full of any Amount Owing (which is not subject to a genuine dispute) is not made to us on the due date, we may:
 (a) suspend, or cancel (in accordance with clause 5.1(a)), the provision of any or all Services to you;
 (b) cancel any rebates or discounts (whether or not previously credited); and
 (c) charge you interest at a rate of 2.5% per month on the balance of the outstanding amount from the due date of payment until the date the outstanding amount is paid, accruing daily and charged monthly.
- 12. Costs of recovering Amounts Owing**
 12.1 You must reimburse us for any costs and expenses we incur to recover any Amount Owing, including any debt collection fees or commission and full legal expenses.
- 13. Security**
 13.1 We reserve the right to require a guarantee, or any other additional security (at your cost), as security for payment, before we provide Services to you.

PART E: COMPLIANCE AND INFORMATION

Part E sets out the provisions relating to health and safety, privacy, confidentiality and intellectual property rights. Unless we agree otherwise, we own all intellectual property rights in the Services.

- 14. Health and safety**
 14.1 Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all applicable regulations under the HSW Act, as well as all applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the party's premises.
 14.2 Each party must consult, co-operate with and co-ordinate activities with all other persons who have a health and safety duty in relation to the same matter in providing the Services (including in connection with the delivery of the Services).
- 15. Lawful authority and persons to collect a child**
 15.1 The Parent/Guardian shall have powers and responsibilities in relation to the Boarder that can only be changed by a court order. These powers and responsibilities are "lawful authority" and is not affected by the relationship between the Parent/Guardian's; such as whether or not they have lived together or are married. A court order, may take away the authority of the Parent/Guardian to do something, or may give it to another person.
 15.2 A Guardian of the Boarder also has lawful authority. A legal guardian is given lawful authority by a court order.
 15.3 A Boarder may be released into the care of either the Parent/Guardian, or a responsible person into whose care a custodial Parent/Guardian has signed permission for the Boarder to be released. This may include persons nominated as emergency contacts, persons nominated on the enrolment form to collect the Boarder, or persons nominated to collect the Boarder on specific occasions.
 15.4 The person collecting the Boarder (other than the Parent/Guardian) may be required to produce proof of identity to satisfy us of their bona fides before the Boarder will be released.
 15.5 Our staff will not be responsible for the removal of a Boarder from Scinde House by a non-custodial Parent/Guardian or other person, however, will do all in our power to prevent this. In such a case, staff will make every effort to contact the custodial Parent/Guardian and Police.
 15.6 You acknowledge and accept that it is the right and responsibility of us to notify the Police and/or Child Protective Services if any person picking up the Boarder is intoxicated by alcohol or illegal drugs. Furthermore we reserve the right not to release the Boarder to a person believed to be intoxicated by alcohol or illegal drugs.
 15.7 If a Boarder is to walk, bike or take public transport to home from Scinde House, consent must be provided by you. In the event the Boarder fails to catch their public transport, authorised staff will be required to transport the Boarder in their private vehicles directly to or from Scinde House. In the event of an incident, you and the Boarder are only entitled to claim through the vehicles Comprehensive Third Party Insurance and no further claims are permitted to be made.
- 16. Privacy**
 16.1 We may collect, use and share Personal Information:
 (a) for the purposes of the performance of our obligations or exercise of our rights under these Terms; and
 (b) in accordance with the Privacy Act 2020 and our Privacy Policy.
 This may include sharing Personal Information with our Related Companies.
 16.2 We may use the services of credit reporters and debt collection agencies. We may provide your Personal Information to those agencies in order to use their services. Information disclosed to credit reporters (including default information) will be held by them and used to provide credit reporting services.
 16.3 If you provide us with any information about a third party (including a Representative), or authorise us to collect that information, you confirm that you are authorised by the individual concerned to provide their Personal Information to us or authorise the collection of information about them in accordance with this clause 16. You also confirm that you have informed the individual of their rights to access and request correction of Personal Information.
 16.4 You (if you are an individual) and your Representatives have the right to access, and request correction of, any of your Personal Information held by us.
 16.5 Any employees, agents or representatives engaged by us are bound by our privacy policy in respect of disclosure and thereby are carefully investigated during the assessment process for a new position to satisfy our legal obligation; for example, in relation to child protection legislation.
- 17. Confidentiality**
 17.1 Each party must keep confidential all Confidential Information.
 17.2 Nothing in clause 17.1 prevents a party from disclosing Confidential Information if disclosure is:
 (a) required by law, or Regulator (but only to the extent required);
 (b) is reasonably required to enable a party to perform its obligations or exercise its rights under these Terms; or
 (c) to a Related Company or Representatives on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with these Terms.
- 17.3 We may also use any information that we collect in connection with the Services provided, in accordance with applicable law, to improve our Services, for statistical and research purposes, and for general information purposes including to provide industry and market insights. You grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and sub-licence information for this purpose. Any information that we disclose or publish will be in a fully aggregated and de-identified form (to ensure that it does not identify any individuals and your information remains confidential).
- 18. Intellectual property**
 18.1 Where we have designed, drawn, written, or created educational systems, techniques and curriculum in relation to the Boarder, then the copyright in those designs, drawings,

documents, systems, techniques and curriculum shall remain vested in us, and shall only be used by you and the Boarder at our discretion.

PART F: DISPUTE RESOLUTION AND LIABILITY

If a dispute arises under these Terms, we must follow the process in this part F to resolve the matter. If a claim arises under these Terms, any amount payable by you or us will be limited by the maximum liability and exclusions set out in this Part F.

- 19. Dispute Resolution**
 19.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).
 19.2 Following receipt of a Dispute Notice:
 (a) a Representative of each of us (with authority to settle the dispute) will meet, within 10 Business Days, to try to resolve the dispute;
 (b) if the dispute is not resolved within 10 Business Days of our Representatives meeting (or if the meeting does not take place, for any reason, within 10 Business Days of the date of a Dispute Notice), the dispute will be referred to the senior manager of each party (if applicable), who will try to resolve the dispute within a further 10 Business Days; and
 19.3 if the dispute is not resolved by our respective Representatives in accordance with clause 19.2(b), then either party may commence court proceedings. This clause 19 does not restrict either party from applying to a court for interim measures or any other form of urgent relief at any time. However, neither party may commence any other form of court proceeding without first following the procedure set out in this clause 19.
 19.4 Each party must continue to perform its obligations in these Terms, despite the existence of a dispute, subject to the termination rights set out in these Terms.
- 20. Consumer Guarantees Act and Fair Trading Act**
 20.1 If Services include any Consumer services, nothing in these Terms will affect any rights you may have as a consumer under the Consumers Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA).
- 21. Complaints Policy**
 21.1 You shall be entitled to report any concern they may have in relation to the Services, any matters of safety, care or quality, or where you wish to make a suggestion. These shall be addressed with our appropriate staff member, or if the complaint is in relation to any of the staff, to our Head of Boarding, where in most incidences the issue can be rectified.
 21.2 Verbal complaints will be verbally acknowledged by us and a timeframe specified on when a response will be provided to the complainant. Written complaints will be acknowledged by us in writing within 5 days of receiving the complaint.
 21.3 Where the complaint is in relation to any of our staff members:
 (a) the complaint, and the identity of the complainant, will be kept confidential between the parties concerned;
 (b) a written record of events may be required to be documented by our staff in order to authenticate the complaint;
 (c) all compiled written information will be supplied to our Head of Boarding to enable an informed decision to be made regarding the complaint;
 (d) the complainant and applicable staff member(s) will be advised of the outcome of the investigation and any disciplinary action, which will be managed in accordance with the Business Rules and/or Individual Employment Contract;
 (e) in the event the complainant is unsatisfied with the outcome of the investigation, our management and the complainant shall confer to discuss the matter further;
 (f) if the complainant is still not satisfied with the outcome, then a formal complaint can be made to the Ministry of Social Development.
- 22. Third party suppliers**
 22.1 If you request and authorise us to arrange the provision of Services directly to you by a third party supplier (whether or not such arrangement involves us contracting as your agent), to the extent applicable, these Terms will apply to our Services in arranging such supply, provided that we exclude all liability in connection with the supply of Services to you directly by a third party supplier. You agree to pay any commission or other payments due to us in accordance with these Terms.
- 23. Quality Assurance**
 23.1 Unless expressly requested otherwise in writing, you permit us to photograph or video record the Boarder for quality assurance, documentation, promotional or marketing purposes (including newsletters and slideshows, and DVD's for display in the centre and/or gifts to parents), or to be used within Scinde House (as well as on our website), and/or local and national newspaper stories.
- 24. Limitation of liability**
 24.1 To the extent permitted by law, our total liability under or in connection with these Terms and the Services is limited to:
 (a) supplying the Services again; or
 (b) the payment of the cost of having the Services supplied again.
 24.2 If we have any liability under or in connection with these Terms, to the maximum extent permitted by law:
 (a) our total aggregate liability to you for any loss, damage or liability arising out of or in connection with these Terms will be limited to the Fees paid by you to us for the applicable Services; and
 (b) we will not be liable for any:
 (i) indirect, special or consequential loss or damage whatsoever; or
 (ii) loss of profits, revenue, data, goodwill, customers or opportunity or loss of or damage to reputation.
- 24.3 The limitations and exclusions on liability in this clause 24 will apply irrespective of the legal basis for the applicable claim, including contract, equity, tort (including negligence) or statute.
 24.4 In no circumstances will we have any liability whatsoever under or in connection with these Terms:
 (a) for the acts or omissions of your Representatives or any third party;
 (b) for any act or omissions of performance in accordance with your instructions (or instructions from your Representatives); or
 (c) to any third party.

PART G: GENERAL

Part G describes miscellaneous provisions necessary for the proper operation of these Terms.

- 25. General**
 25.1 **Governing Law:** These Terms are governed by and to be construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of Napier, New Zealand.
 25.2 **Previous Agreements:** These Terms constitute the entire agreement of the parties about its subject matter and supersedes any previous written agreements and written representations.
 25.3 **Sub-contracting:** We may subcontract the performance of our obligations (including to a Related Company), on the basis we remain solely liable to you for the performance of our obligations.
 25.4 **Assignment:** You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent (which may be withheld in our sole

discretion). We may assign these Terms to any other person on notice to you (provided that we will request your prior approval (not to be unreasonably withheld or delayed) if the assignment could have any material adverse effect on you). Without limiting the foregoing, we may assign to any other person all or part of the Amount Owing by you to us.

- 25.5 **Amendments:** Any amendment to these Terms must be in writing signed by each party, except where stated otherwise in these Terms or where we are required to make changes to ensure compliance with applicable laws (in which case we notify you of the changes in writing).
- 25.6 **Force majeure:** We will not be liable to you for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by events or circumstances beyond our reasonable control, including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of God.
- 25.7 **Waiver:** A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.
- 25.8 **Survival:** Any provision of these Terms, which is by its nature a continuing obligation, will survive termination.
- 25.9 **Rights of Third Parties:** These Terms are not intended to confer a benefit on any person other than the parties to these Terms.
- 25.10 **Relationship:** We will provide Services to you as an independent service provider. Nothing in these Terms creates any partnership, joint venture or employment relationship between the parties.
- 25.11 **Non-exclusive:** These Terms are not exclusive and do not impose any restriction on us providing Services to you, or you purchasing any services from, any other person.
- 25.12 **Counterparts:** These Terms may be executed in any number of counterparts (including by electronic signature or by email exchange of .pdf copies) which together will constitute the one instrument.

PART H: DICTIONARY

Part H sets out a Dictionary, to define the capitalised terms used in these Terms.

26. Definitions

Amount Owing means any amount owed by you to us, from time to time, including the Fees, any applicable amounts referred to in clause 6, any interest payable by you, your liability under these Terms and any enforcement costs incurred by us in seeking payment of any Amounts Owing by you.

Boarder means an individual currently enrolled or applying for enrolment with Scinde House.

Business Day means Monday to Friday, excluding public holidays in New Zealand.

Confidential Information means all information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, the terms of use, the Services (as applicable), and intellectual property rights, but excludes information which is:

- in the public domain, other than as a result of a breach of these Terms;
- in the possession of a party prior to the commencement of these Terms without any obligation of confidentiality; and
- is independently developed or acquired by a party prior to the commencement of these Terms without relying on information which would itself be Confidential Information.

Consumer has the meaning given to that term in the Consumers Guarantees Act 1993.

Date means the date for the provision of the Services, as specified in the Order.

Insolvency Event means, in relation to a party, any step is taken toward any of the following steps, or any of the following steps has occurred:

- the primary, or all, of its business activities being suspended or ceasing;
- the presentation of an application for its liquidation;
- the making of any compromise, proposal or deed of arrangement with all or some of its creditors;
- the appointment of a liquidator, receiver, statutory manager, or similar official;
- the suspension or threatened suspension of the payment of its debts;
- the enforcement of any security against the whole or a substantial part of its assets;
- if you are an individual, anything having a similar effect to any of the events specified above happens in relation to you; or
- any other insolvency event or proceedings analogous to any of the foregoing occurs in any relevant jurisdiction,

in each case, unless it takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Order means an Order for Services that you submit to us and we approve, in accordance with clause 2.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Fees means the Fees payable, in accordance with clause 6.1.

Regulator means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or any of the Services.

Related Company has the meaning given to it in the Companies Act 1993, read as if a reference to company was a reference to any body corporate of any jurisdiction.

Representatives means directors, officers, employees, agents and contractors of the relevant party.

Services means any Services supplied by us to you at any time, including the Services specified in an Order.

Specific Terms means any terms that are included in Part I to these Terms.

Terms means these Terms of Trade (including any Specific Terms outlined in Part I), as may be amended from time to time, each Order and any additional terms expressly agreed in accordance with clause 1.2 (if applicable).

We or us means Scinde House and further means Napier Boys High School Board the supplier of Services.

You or your means the Parent(s) / Guardian or legal Guardian (or Guardians) of the Boarder and is the person (or persons) responsible for payment of the Fees and the person purchasing Services from us.

27. Interpretation

27.1 In these Terms, unless the context otherwise requires:

- headings are for convenience only and do not affect interpretation;
- a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or any modification, consolidation, amendment, re-enactment, replacement or codification of it;
- a reference to "in writing" includes by email;
- the words "include" or "including", or similar expressions, are to be construed without limitation;
- a reference to a party to includes that party's successors and permitted assigns and substitutes; and
- a word importing the singular includes the plural and vice versa.

PART I: SPECIFIC TERMS

Part I details any specific terms that apply to your order of Services.

28. Behaviour policy

28.1 You acknowledge and accept that we shall not:

- tolerate any behaviour (including, but not limited to, violence and bad language) which impinges upon the physical or mental safety of supervisors or other children; or
- subject the Boarder to abuse or neglect by means of physical punishment in managing the Boarder's behaviour.

28.2 Any breach by the Boarder of our behavioural policies shall result in you being contacted and asked to make arrangements for the Boarder to be removed from the premises at the expense of you. Any cost incurred as a direct result of the incident, shall be at the expense of you.

29. Base activities and programmes

29.1 We base activities and programmes on the belief that such activities and programmes are suitable for anyone reasonably fit and well. It is your responsibility to advise us at the time of booking of any medical condition, physical/mental disability or behaviour that requires any special treatment or attention. You acknowledge and accept that we reserve the right to decline a booking on the grounds that safety of participants and staff could be comprised.

29.2 Whilst we are committed to providing safe programmes, activities and environments, there is an element of risk involved with all activities. You acknowledge and accept that by the Boarder participating in any of the activities provided, you accept such risk and we and our staff shall not be held responsible for personal injury or loss or damage to belongings.

30. Your acknowledgment

30.1 No insurance cover is provided by us and it is the responsibility of you or the Boarder for arranging insurance cover. We accept no responsibility of any loss incurred.

30.2 The Boarder shall abide by our rules at all times and shall not leave the bounds of Scinde House at any time without proper permission.

31. Food safety

31.1 Food will be provided by us for the Boarder as a part of the provision of the Services. It is the responsibility of you to inform us at the time of enrolment of any food allergies and/or intolerances the Boarder may have to ensure that we can adequately obtain and serve foods safely to the Boarder. We warrant that they shall meet all current food safety and food handling regulations.

32. Attendance, absences and illness

32.1 It is the responsibility of you to advise us as soon as reasonably possible if the Boarder is to be absent from Scinde House, either due to illness or any unforeseen circumstances, and inform us of the estimated length of absence. For any absence, you acknowledge and accept that we must be notified as soon as practically possible. Notice can be received either:

- by emailing the Head of Boarding or Matron;
- in person to any member of staff; or
- through the leave boarding management system (Orah).

If the Boarder is to go on holidays, Fees are to be paid in advance to cover the period of absence.

32.2 For the Boarder enrolled at Scinde House, all absences must be paid for, once you have reached 4 weeks of being absent, payment of the Fees in full will be charged for any and all future absences.

32.3 A Boarder will not be able to attend Scinde House for any period of time during which:

- the Boarder is suffering from a disease or condition which is contagious through normal social contact; or
- a medical practitioner has recommended the Boarder not attend; or
- when the Matron or other employee and/or Head of Boarding of ours requests that the sick Boarder be kept away from Scinde House because the Boarder requires care which our staff resources do not permit.

32.4 Where a medical practitioner prescribes antibiotics or antifungal medication for a Boarder, you must ensure that the Boarder does not attend Scinde House for 24 hours after commencement of the medication.

33. Emergency contacts

33.1 You must provide us with the names and addresses of 2 responsible persons over the age of 18 years who can collect the Boarder in case of an emergency or illness ("Emergency Contracts"). When contacted by our staff and/or Head of Boarding or their delegate, you or a responsible person authorised by you, must go immediately to us to collect a sick or injured Boarder.

34. Medication

34.1 Your child that requires administration of medication, you will:

- complete the appropriate form;
- provide the correct medication in its original container;
- provide written instructions from a medical practitioner for the administration of non-prescription medication; and
- provide our staff with the doctor's name and contact phone number.

34.2 Our staff are authorised to administer medication only in accordance with the written authority. In doing so, our staff are to be regarded as acting in place of you. Our staff are not liable for any allergic reaction or injury caused to the Boarder by the administration of the medication in accordance with your written authority. Nor will they be responsible for any error contained in the written permission, or the supply of incorrect medication by you.

34.3 You will notify us of any changes or developments in the Boarder's medical history.

34.4 Where paracetamol is requested or offered, we will administer, and each dosage will be logged without contact with you where you have allowed us to do so.

35. Accident or emergency

35.1 Whilst every reasonable effort shall be made by us to contact you (or emergency contacts) in the event of an accident or emergency, you hereby give authority to the Head of Boarding or their delegate to, on behalf of you, authorise the administration of medication, transportation to hospital and administration of treatment as is recommended by the Boarder's doctor, any attending doctor, ambulance officer, police or Government Officer. You will be responsible for any costs incurred as a result of transportation (including a mileage claim by hostel staff, ambulance fees and the like) or treatment.

36. Administration of non-ingested preparations

36.1 You give permission to us for the application of non-ingested preparations, such as sunscreen protection, insect repellent and treatment, and antiseptic, to the Boarder when appropriate. In the event any Boarder is allergic to certain brands of non-ingested preparations, you must supply a brand that is safe for us to use.

37. Notification of child abuse

37.1 By law, our staff are mandatory reporters, and as such, are obliged to report any suspected incidents of child abuse or mistreatment to the appropriate local authority.

38. Court action

38.1 Should the Boarder be the subject of any court action, particularly custody or access issues, being heard before the Courts, we shall not allow staff to issue statements or provide reports regarding the Boarder, except where instructed to do so by the Court itself.