

# Team Experience Policy

## Terms & Conditions

The Kelmarna Corporate & Team Experience Programme is a department of Kelmarna Community Farm, a registered charitable organisation (CC51662) managed by the Kelmarna Community Farm Trust to promote organic gardening, sustainable principles, and to maintain a safe and inclusive community space.

Through this programme, Kelmarna collaborates with local businesses, organisations, and other groups to host community-oriented experiences in the context of a 4.5 acre certified organic garden, where teams are welcome to step outside of their normative context in order to cultivate meaningful connections with the environment and each other.

This page outlines the policies, procedures, terms, and conditions that manage our team experiences programme, that allow us to make fun, fair, and accessible opportunities possible, for the benefit of everyone involved and their communities, and which are mutually agreed by booking a visit and participating with us.

Through these policies, we strive to warrant quality, transparency, and accountability, in order to sustain an effective programme to offer enriching experiences in support of education, interpersonal connection, community engagement, idea and skill sharing, and the ability and confidence to put environmental values into meaningful practice.

# 1. Parties

1.1

Service Provider

This is Kelmarna Community Farm, whose site is the setting and whose staff are responsible for delivery of Services.

Kelmarna Community Farm  
12 Hukanui Crescent, Ponsonby  
Auckland 1021, New Zealand

1.2

Service Manager

This is the Education Manager, who is responsible for coordinating the delivery of Services on behalf of the Service Provider.

Education Manager  
education@kelmarna.co.nz

1.3

Participating Organisation

This is the business, community organisation, or other group whose members participate in and benefit from the Services.

1.4

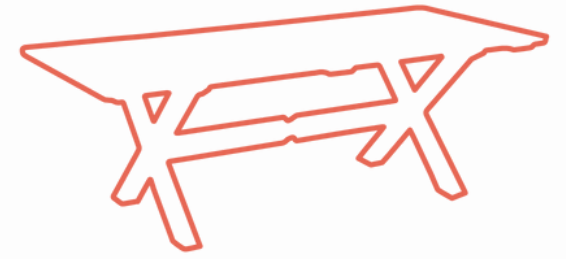
Group Coordinator

This is the person(s) in a position to coordinate attendance and participation on behalf of the Participating Organisation and its members.

1.5

Other Parties

While the above are the primary Parties, this list is not necessarily exhaustive, and there may be other relevant parties associated with programme participation.



# 2. Health, Safety & Privacy



## 2.1

### Acknowledgment of Risk

Participation in any activity with this programme is voluntary, with the acknowledgement that the benefit and enjoyment of nature-based and skills-based experiences is derived in part from the inherent risks incurred by working in a hands-on and/or outdoor environment.

By making arrangements to attend a visit, the Participating Organisation agrees to take part with knowledge and acceptance of any and all associated risks, on behalf of all relevant participants in attendance.

## 2.2

### Duty of Care

The Service Provider will make a reasonable and concerted effort to be upfront, clear, and complete in the known hazards and risks associated with participation in a visits. All possible care will be taken to ensure that all participants are reasonably prepared, safe, and sufficiently supervised while taking part in activities on site.

### 2.2.1

#### Diligent Disclosure

The Participating Organisation, Group Coordinator, and all associated participants agree to consult, coordinate, and cooperate with the Service Provider (including the Service Manager and associated staff) regarding health and safety, including but not limited to providing all relevant and necessary information and protections concerning any specific and/or individual needs of participants for taking part in programme activities on site.

### 2.2.2

#### Primary Caregiver

The Participating Organisation and Group Coordinator understand that they retain at all times the duties of primary caregiver to their members. This means that they are responsible for complying with all relevant health and safety policies within or surrounding their organisation, and for ensuring that their members are informed and prepared to take part outside of their typical workplace environment.

## 2.3

### Behaviour Expectations

All participants agree to follow all written and verbal rules and instructions for safety as directed by the Service Provider, the Service Manager, and associated staff

The Participating Organisation will take all reasonable efforts to prepare their participating members by communicating all relevant information prior to a visit and by at least reviewing the [Risk Assessment & Management Systems \(RAMS\) Overview document \(PDF\)](#) available on the Kelmarna website.

#### 2.3.1

##### Warranted Ejection

The Service Provider reserves the right to withdraw any person(s) who is identified as presenting undue risk to themselves and/or others by any action or inaction.

#### 2.3.2

##### Warranted Cessation

The Service Provider reserves the right to postpone, cancel, or halt any session or activity for any reason and at any time if concern arises regarding safety or well-being.

#### 2.4

##### Personal Information

All personal information collected regarding participating individuals is solely for the purpose of managing the Corporate & Team Experience Programme, and the Service Provider will not use any personal information for any other purpose without express permission from all relevant parties, or otherwise in accordance with the Privacy Act 2020 and any other relevant enactment.

#### 2.5

##### Recording Media

The Service Provider reserves the right to take photographic, audio, and/or film records of any of its sessions.

#### 2.5.1

##### Depiction & Permission

The Service Provider will refrain from using any such media for any purpose without express permission from any relevant parties regarding any individual(s) whose name or likeness is depicted, or otherwise in accordance with the Privacy Act 2020 and any other relevant enactment.

#### 2.5.2

##### Photo / Film Opportunity

Any photo/film capture on behalf of the participating organisation will be at additional charge and must be considered prior to booking as part of a photo/film location arrangement.

Refer to the [Photo / Film Location](#) page for more information.



# 3. Bookings



## 3.1 Definition of Bookings

A booking refers to a scheduled site visit and session for a defined group of participants that has been prearranged and agreed by all Parties.

Bookings are arranged by determining placement within the following three categories:

- tier of organisation (ref. Section 3.2 - Organisation Tiers),
- type of visit (ref. Section 3.3 - Visit Types), and
- size of participating group (ref. Section 3.4 - Group Size).

## 3.2

### Organisation Tiers

Organisations are determined to be in one of the following three tiers:

- Small,
- Medium, or
- Large.

#### 3.2.1

##### Tier 1 - Small

Organisations that are not-for-profits, community groups, or businesses with up to 20 total employees.

#### 3.2.2

##### Tier 2 - Medium

Organisations with between 21 - 100 total employees.

#### 3.2.3

##### Tier 3 - Large

Organisations with more than 100 total employees.

### 3.3

#### Visit Types

Bookings may be scheduled according to one of the following three types:

- Half-Day (AM),
- Half-Day (PM), or
- Full-Day.

#### 3.3.1

##### Half-Day Visits

Half-Day visits refer to a 3-hour session booked either in the morning or the afternoon at the following intervals:

- Half-Day (AM) = 9am - 12pm;
- Half-Day (PM) = 1pm - 4pm.

These sessions generally include a farm tour and introduction, hands-on garden activities, and morning or afternoon tea. Lunch is not included.

#### 3.3.2

##### Full-Day Visits

Full-Day visits refer to a 6.5-hour session booked for the interval between 9am - 3.30pm.

These sessions generally include a farm tour and introduction, hands-on garden activities, a communal lunch prepared from the garden, a debrief and team photo, and the option to stay for team social time on our Village Green until 4.30pm.

### 3.4

#### Group Size

Participating groups are figured to be in one of the following four categories of group size:

- Up to 6 people,
- 7 - 12 people,
- 13 - 20 people, or
- 21 - 30 people.

The programme is unable to manage groups in excess of 30 people.

Booking details, including for the purpose of figuring total charges, are confirmed based on group numbers assuming full attendance at the time of booking, in order to consider the total maximum number of participants to expect and plan for in a session.



# 4. Charges & Invoicing

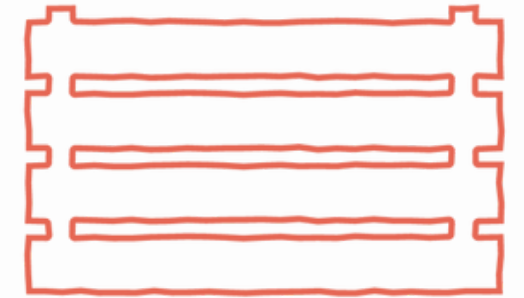
## 4.1

### Definition of Charges

Charges are the amounts payable by the Participating Organisation to the Service Provider for delivery of the Services, including any Fees and Expenses.

All fees are figured to represent fair remuneration for services, and all revenue contributes directly to sustaining program operations and our community space.

Kelmarna receives no specific financial support from any public or commercial agency, and so relies on annual grant applications and user charges for taking part in programs and on site in order to cover costs.



## 4.2

### Fees & Tiers

The Standard Rate for participation is figured based on placement in the following three categories:

- tier of organisation,
- type of visit, and
- size of participating group.

## 4.3

### Standard Rate Scheme (Diagram)

The following diagram outlines the Standard Rate at each placement. All amounts that appear on this diagram are GST exclusive.

Small not-for-profits, community groups, or businesses with up to 20 employees		Medium businesses with 21 – 100 employees		Large businesses with more than 100 employees	
Half day	Full day	Half day	Full day	Half day	Full day
\$240 up to 6 people	\$480 up to 6 people	\$285 up to 6 people	\$575 up to 6 people	\$330 up to 6 people	\$655 up to 6 people
\$450 7-12 people	\$865 7-12 people	\$535 7-12 people	\$1,020 7-12 people	\$620 7-12 people	\$1,180 7-12 people
\$680 13-20 people	\$1,200 13-20 people	\$810 13-20 people	\$1,450 13-20 people	\$940 13-20 people	\$1,640 13-20 people
\$960 21-30 people	\$1560 21-30 people	\$1,140 21-30 people	\$1,875 21-30 people	\$1,320 21-30 people	\$2,130 21-30 people

#### 4.4

##### Expenses

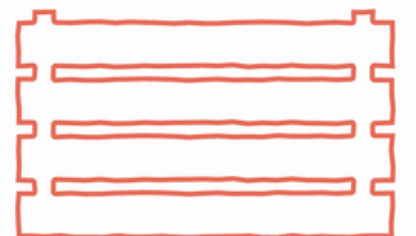
Certain additional charges may be payable where appropriate, with regard to provisions and/or activities planned for and/or undertaken during the course of a booking beyond the Standard Rate (i.e. Expenses), of which amount is determined on a case by case basis, in consultation with all Parties, and figured in contribution to other relevant charges when calculating the total amount payable for a booking.

#### 4.5

##### Invoicing

The Service Manager will send the Group Coordinator, or relevant individual(s) responsible for accounting on behalf of the Participating Organisation, an invoice for the Charges payable.

Payment is due within one week (7 calendar days) from the invoice date of issue (unless otherwise specified), for the amount specified, to the account specified representing the Service Provider, Kelmarna Community Farm.





# 5. Postponement & Cancellations



## 5.1

### Right to Cancel or Postpone

Sessions may be cancelled or petitioned for postponement at the discretion of any of the Parties for any reason upon express written notification to all Parties.

However, it must be noted that cancellations or postponement arrangements may be subject to limitations and/or additional charges depending on the manner, timetable, and relevant circumstances in which bookings are renegotiated and amended.

## 5.2

### Postponements

The programme gives priority to postponement (cf. cancelling) in the interest of preserving opportunity, accessibility, and effectiveness.

This means that in the event of relevant prohibitive circumstances (e.g. foul weather), the Service Manager will strive to work with the Group Coordinator to arrange a suitable new date and time to help ensure that learners are able to take part in the intended experience.

### 5.2.1

#### Contingent Rescheduling

Where possible, bookings will be rescheduled (i.e. postponed) to new dates, days, and times suitable for all Parties.

However, there is no guarantee that rescheduling will be manageable, and all rescheduled dates and times will be subject to constraints regarding site, scheduling, and any other concerns in consultation with all relevant Parties.

### 5.2.2

#### Reasonable Limitations & Notification

Booking disruptions may be considered a 'postponement' if they are managed such that:

- the Service Provider has been notified of the intention to postpone no fewer than 7 calendar days prior to the originally scheduled booking,
- a new date has been agreed by all Parties, and
- the new date is within 28 calendar days of the original booking date.

Adjustments to the schedule, for reasons other than attributable to Force Majeure (ref. Section 6 - Force Majeure), that are notified within 7 calendar days of the originally scheduled booking are considered 'cancellations'.

Bookings subject to relevant prohibitive circumstances may be called off (i.e. cancelled) where postponement is not reasonable and/or possible.

### 5.2.3

#### Postponement Fee

In the event of a postponement that is resultant from circumstances other than those attributable to Force Majeure (ref. Section 6 - Force Majeure), the Participating Organisation is liable for fees related to managing the postponement, to account for administrative, planning, and opportunity costs incurred on behalf of the Service Provider.

The fee for postponements is \$50 + GST and will be invoiced either in addition to scheduled charges or separately, as suits all Parties.

This fee is applicable to every instance of postponement as outlined here, including in the event of multiple postponements with regard to the same booking.

### 5.3

#### Cancellations

Depending on the manner and timetable in which bookings are called off by the Participating Organisation, the Participating Organisation is potentially liable for fees related to the scheduled event to account for administrative, planning, and opportunity costs incurred on behalf of the Service Provider.

Cancellations are determined to be in one of the following three categories:

- Prior Notification,
- Limited Notification, or
- No Notification.

#### 5.3.1

##### Category 1 - Prior Notification

The Participating Organisation will not be liable for any fees for sessions where express written notification of cancellation is received by the Service Provider 15 or more calendar days prior to the impacted event(s).

#### 5.3.2

##### Category 2 - Limited Notification

The Participating Organisation will be liable for 50% of scheduled fees for sessions where express written notification of cancellation is received by the Service Provider within 14 or fewer calendar days of the impacted event(s), not including within 48 hours of the event.

#### 5.3.3

##### Category 3 - No Notification

The Participating Organisation will be liable for 75% of scheduled fees where express written notification of cancellation is not submitted to the Service Provider, including regardless of non-attendance on the day of an impacted event, or where notification is received within 48 hours of the event.



# 6. Force Majeure

## 6.1

### Definition of Force Majeure

For this programme, Force Majeure means an incident or surrounding circumstances entirely beyond the control of the Parties, that could not reasonably have been foreseen or provided against, and which as a result prevent either the Service Provider or Participating Organisation from complying with its obligations outlined in the programme policy, terms, and conditions.

## 6.2

### Regarding Weather

All Parties are aware of the potential for disruptions to the Schedule in the event of weather conditions such as rain, wind, or other turbulent atmospheric and/or ground conditions.

It is important to understand that changeable weather is concomitant with working outdoors and on the farm, and this should be considered among the risks that are acknowledged by taking part in this programme.

As much as possible, participants are encouraged to prepare and dress for the weather in order to make the most of a visit in any condition, as long as the conditions are not such that they pose an unacceptable risk to health and safety.

### 6.2.1

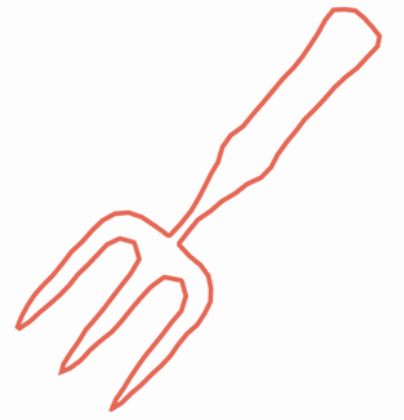
#### Forecast Monitoring

In the interest of health and safety, all Parties will do their best to make informed decisions prior to each visit to avoid undue risk by keeping apprised of weather forecasting and remaining in suitably regular communication regarding the outlook leading up to a scheduled visit and whether conditions appear to present unacceptable barriers to participation.

### 6.2.2

#### Weather-Related Cancellation

In the event of such foul weather where the Parties are compelled to call off an impending session(s) for reasons directly attributable to foul weather, where all Parties agree regarding an unavoidable decision to cancel in the interest of health and safety, the Participating Organisation will not be liable for any fees for affected bookings, regardless of the timetable categories outlined in Section 5.3 - Cancellations.



## 6.3

### Health & Wellness

All Parties are aware of the potential for disruptions to the Schedule in the event of illness on behalf of participating members and programme staff.

As much as possible, groups are encouraged to participate according to the agreed booking details regardless of minor impacts on their attendance due to members feeling unwell.

#### 6.3.1

##### Health-Related Postponement

In the event that significant numbers of members are unable to attend due to illness or feeling unwell, then the Participating Organisation is encouraged to manage a postponement in order to reschedule the visit for a time that participating members can reasonably be expected to have improved and able to take part.

Postponements will be subject to the standard postponement fee, as outlined in Section 5.2.3 - Postponement Fee.

If, in such an event, a 'postponement' is not manageable on behalf of either the Participating Organisation or the Service Provider, then the booking will be considered a 'cancellation' and the Participating Organisation will be liable for any cancellation fees as outlined in Section 5.3 - Cancellations.

#### 6.3.2

##### Public Health-Related Cancellation

In the event of a state of emergency regarding public health, such as an epidemic, pandemic, or related act of governmental authority, where the Parties are compelled to call off an impending session(s) for reasons directly attributable to preserving public health, where all Parties agree regarding an unavoidable decision to cancel in the interest of health and safety or related legal obligations, the Participating Organisation will not be liable for any fees for affected bookings, regardless of the timetable categories outlined in Section 5.3 - Cancellations.

