**Well and Wild Kids Use of Website/Instagram page Terms and conditions**

“Well and Wild Kids” is an ACRA registered business in Singapore UEN: 53468151D. The website is www.wellandwildkids.com and Instagram page @wellandwildkids.

Well and Wild kids provides to you a website dedicated to the provision of information about Well and Wild Kids, the services it provides and how to contact Well and Wild kids to access their services. Sessions provided by Well and Wild Kids are subject to the following Terms of Use ("Terms and Conditions"), which may be updated by Well and Wild Kids from time to time without notice to you. You should review the Terms and Conditions periodically for changes.  By using the website and attending sessions you agree to be bound by the Terms and Conditions.  
  
**1. Names**  
  
“Well and Wild Kids” and “@wellandwildkids” are not yet trademarks but are the intellectual property of Kirsty Dalton.

**2. Conduct**  
  
2.1 You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Well and Wild Kids are entirely responsible for all Content that you upload, post, email or otherwise transmit via the website/Instagram page (or Site). Well and Wild Kids does not control the Content posted via the website/Instagram page and, as such, does not guarantee the accuracy, integrity or quality of such Content.  You acknowledge that by using the website/Instagram page, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Well and Wild Kids be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Site.  
  
2.2 Well and Wild Kids is concerned about the safety and privacy of all its users, particularly children. For this reason, parents who wish to allow their children access to the website/Instagram page should supervise their access to the website/Instagram page.  By allowing your child access to the website/Instagram, they will be able to access all of the website/Instagram page including, email, message boards and instant messages.  Please remember that the website/Instagram page are designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the website/Instagram page and/or Content are appropriate for your child.  
  
2.3 You agree to not use the website/Instagram to:  
  
a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;  
  
b. harm minors in any way;  
  
c. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;  
  
d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the website/Facebook page;  
  
e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);  
  
f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, design right, database right or other proprietary rights ("Rights") of any party;  
  
g. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;  
  
h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;  
  
i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;  
  
j. interfere with or disrupt the website/Facebook page or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the website/Facebook page.   
  
k. intentionally or unintentionally violate any applicable law or regulation including, but not limited to, regulations promulgated by any securities exchange;  
  
l. "stalk" or otherwise harass another;   
  
m. collect or store personal data about other users.  
  
2.4 Whilst Well and Wild Kids shall use reasonable endeavours to ensure that the website/Instagram page does not feature offensive, indecent or objectionable Content, you acknowledge that Well and Wild Kids does not pre-screen Content, and that Well and Wild Kids shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Site Well and Wild Kids shall have the right to remove any Content that violates the Terms and Conditions or is otherwise objectionable.  You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created Well and Wild Kids or submitted to Well and Wild Kids including without limitation information in Message Boards, and in all other parts of the Site.  
  
2.5 You acknowledge and agree that Well and Wild Kids may preserve Content and may also disclose Content:  
  
(a) if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary,  
  
(b) to comply with legal process;  
  
(c) to enforce the Terms and Conditions;  
  
(d) to respond to claims that any Content violates the rights of third-parties; or  
  
(e) protect the rights, property, or personal safety of Woodland Adventurers® its users and the public.  
  
**3. Indemnity**  
  
You agree to indemnify and hold Well and Wild Kids harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms and Conditions, or your violation of any rights of another.  
  
**4. No Resale Of website**  
  
You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.  
  
**5. Termination**  
  
You agree that Well and Wild Kids in its sole discretion, may terminate your use of the Site, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if Well and Wild Kids believes that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions.  Further, you agree that Well and Wild Kids shall not be liable to you or any third-party for any termination of your access to the Site.  Well and Wild Kids reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice.  You agree that Well and Wild Kids shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.  
  
**6. Dealings With Third Parties**  
  
Your correspondence or business dealings with, or participation in promotions of, advertisers and merchants found on or through the Site, including payment and delivery of related goods or Sites, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or merchant. To the fullest extent permitted by applicable law, you agree that:  
  
(a) Well and Wild Kids shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Site, and  
  
(b) any orders placed by you on, and any product specifications and product availability appearing on, the Site are subject to confirmation by, and the terms and conditions of business of, the relevant Merchant.  
  
**7. Links**  
  
The website/Instagram page may provide, or third parties may provide, links to other World Wide Web sites or resources.  Because Well and Wild Kids has no control over such sites and resources, you acknowledge and agree that Well and Wild Kids is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.  You further acknowledge and agree Well and Wild Kids shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or websites available on or through any such website or resource.  
  
**8. Intellectual Property Rights**  
  
8.1 You acknowledge and agree that the website/Instagram page and any necessary software used in connection with the website/Instagram page contains proprietary and confidential information that is protected by applicable intellectual property and other laws.  You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the website/Instagram page or advertisers is protected by copyrights, trademarks, Site marks, patents or other proprietary rights and laws.  Except as expressly authorised by Well and Wild Kids or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the website/Instagram page in whole or in part.  
  
8.2 Well and Wild Kids grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicence, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the website/Instagram page.  You agree not to access the Site by any means other than through the interface that is provided by Well and Wild Kids for use in accessing the website/Instagram page.  
  
**9. Disclaimers**  
  
You expressly acknowledge and agree that:  
  
9.1 Your use of the website/Instagram page is at your sole risk. The website/Instagram page is provided on an "as is" and "as available" basis.  To the fullest extent permitted by applicable law, Well and Wild Kids expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of Sites to a standard of reasonable care and skill.  
  
9.2 Well and Wild Kids makes no warranty or representation that   
  
(i) the website/Instagram page will meet your requirements,   
(ii) the website/Instagram page will be uninterrupted, timely, secure, or error-free,   
(iii) the content will be accurate or reliable,   
(iv) the quality of any products, website/Instagram page, information, or other material purchased or obtained by you through the Site will meet your expectations.  
  
9.3 Any material downloaded or otherwise obtained through the use of the website/Instagram page is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.  
  
9.4 No advice or information, whether oral or written, obtained by you from Well and Wild Kids or through or from the website/Instagram page shall create any warranty or other obligation not expressly stated in the Terms and Conditions.  
  
**10. Limitation of liability**  
  
10.1  You expressly acknowledge and agree that Well and Wild Kids shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Well and Wild Kids has been advised of the possibility of such damages), resulting from:  
  
(i) the use or the inability to use the website/Instagram page;  
  
(ii) the cost of procurement of substitute goods and websites resulting from any goods, data, information or websites purchased or obtained or messages received or transactions entered into through or from the website/Instagram page;  
  
(iii) unauthorised access to or alteration of your transmissions or data;  
  
(iv) statements or conduct of any third party on the website/Instagram page; or  
  
(v) any other matter relating to the website;  
  
10.2 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website/Instagram page of these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.  
  
10.3 Nothing in these Terms and Conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Well and Wild Kids.  
  
**11. General Information**  
  
11.1 These Terms and Conditions (including the guides and rules referred to herein) constitute the entire agreement between you and Well and Wild Kids and govern your use of the website/Instagram page, superseding any prior agreements between you and Well and Wild Kids. You also may be subject to additional terms and conditions that may apply when you make bookings with Well and Wild Kids, use affiliate websites, third-party content or third-party software.  
  
11.2 The Terms and Conditions and the relationship between you and Well and Wild Kids shall be governed by the laws of Singapore. You and Well and Wild Kids agree to submit to the exclusive jurisdiction of the Singapore courts.  
  
11.3 Any failure by Well and Wild Kids to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.  
  
11.4 If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.  
  
11.5 It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement (“Third Party”) notwithstanding that any such term of this Agreement may purport to confer, or may be construed as conferring, any benefit on such Third Party and irrespective of whether such Third Party is identified in this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.  
  
11.6 The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.  
  
11.7 Please report any violations of the Terms and Conditions to Well and Wild Kids.

**Well and Wild Kids Participation Terms and conditions**

**Participation disclaimer**

**PARTICIPANTS TAKE PART AT THEIR OWN RISK. WELL AND WILD KIDS WILL NOT BE RESPONSIBLE FOR DEATH, PERSONAL INJURY OR LOSS OR DAMAGE OF PROPERTY OTHER THAN AS A RESULT OF NEGLIGENCE ON THE PART OF WELL AND WILD KIDS.**  
  
These Participation Terms and Conditions apply to the participation by children, young people and adults in the sessions conducted by Well and Wild Kids and activities carried out in the natural environments of Singapore and school areas during planned sessions.   
  
These Participation Terms and Conditions contain important information concerning participation by you and your child/young person provided by Well and Wild Kids and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Participation Terms and Conditions.  
  
Well and Wild Kids reserves the right to make changes to the planned sessions whether to conform to any applicable safety or other statutory requirements or otherwise.  
  
The sessions comprise of a mix of forest school, mindfulness, therapeutic discussion and creative play based activities aimed to enhance children’s self esteem, emotional intelligence and regulation and connection to that natural world. Discussion allows children/young people to feel comfortable to be able to share their feelings about subjects that might make them feel uncomfortable, sad, angry or anxious.   
  
Well and Wild Kids reserves the right to refuse admittance to Sessions or to remove a child, young person or adult from the Sessions should it be reasonable to do so, (including, without limitation, a participant who does not comply with the terms and conditions of the session, the safety systems in place or who is deemed to be under the influence of alcohol or drugs).  
  
If a child or young person have medical concerns that may affect their ability to take part in the sessions they are advised to consult their doctor in advance. Parent/Carers are required to inform Well and Wild Kids of any relevant medical conditions or allergies that may affect participation.

In order to participate in the Sessions, all participants must be reasonably fit and healthy. It is the responsibility of the Parent/Carer to ensure that they and their child/young person meet these requirements. Children/young people and their parents/carers must not attend sessions if they have vomited/had diarrhoea in the last 48 hours. They must inform Well and Wild Kids if they are going to be unable to attend due to illness.   
  
Participants must inform Well and Wild Kids in advance of attendance where there are material matters affecting children/young people and their participation directly, indirectly and remedially in activities.  Material matters may include medical and health issues, dietary issues, religious issues and any other potential material issues.    
  
Safeguarding children is our highest priority.  This means taking measures to ensure their safety and welfare.  This may include contacting the appropriate authorities for safeguarding concerns.  
  
Where considered appropriate by Well and Wild Kids, first aid will be administered to children/ young people.  If appropriate, emergency services will be contacted.  
  
All participants must act responsibly and courteously at all times and must respect each other. Well and Wild Kids shall be entitled to prevent any person from participating in the Sessions in the event it deems the behaviour of any participant unsuitable.  
  
No compensation will be payable by Well and Wild Kids in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities, for the reasons set out in this clause.  
  
It shall be the responsibility of all participants to ensure that they are dressed appropriately and Well and Wild Kids advises participants to wear clothing which they do not mind getting dirty or wet through art and craft, sensory or water based play.

Well and Wild Kids will not be responsible for any damage to or loss of clothing or other personal items resulting from participation in the Sessions (other than as a result of negligence on the part of Well and Wild Kids).  
  
In the event it proves necessary to cancel the Sessions for reasons beyond the control of Well and Wild Kids and, in circumstances where you or your child/young person have commenced participation in the Session, you shall not be entitled to any compensation. In such circumstances, except as otherwise provided in these Participation Terms and Conditions any liability of Well and Wild Kids shall be limited to the refund of any charges paid to Well and Wild Kids.  
  
Well and Wild Kids may use photography during Sessions either as a medium for participants' educational benefit or for Well and Wild Kids business purposes such as marketing including for use on our web sites and for other marketing material.  Through participation you agree to allow Well and Wild Kids to take photographs and video material for marketing purposes In circumstances where you would like to withdraw your consent for such photography or an individual child, group of children, other group or yourself you must expressly state this Well and Wild Kids.  
  
Nothing contained in these Participation Terms and Conditions is intended to nor shall limit the liability of Well and Wild Kids in respect of death or personal injury caused by the negligence of Well and Wild Kids.

If any of these terms (or any part(s) thereof) are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.  
  
Nothing above shall confer on any third party any benefit or the right to enforce any of these Participation Terms and Conditions.  
  
These Participation Terms and Conditions shall be governed by and interpreted in accordance with the laws of Singapore and you submit to the exclusive jurisdiction of the courts of Singapore.  
  
No variation to these Participation Terms and Conditions shall be binding unless agreed in writing by Well and Wild Kids.

**Butterfly House Booking of Sessions Terms and conditions**

All bookings are subject to availability.

Well and Wild Kids reserves the right to not accept a booking if the reason for referral is beyond the scope of Well and Wild Kids expertise. In this case Well and Wild Kids will signpost if possible to a more appropriate service.

Well and Wild Kids reserves the right at any time to withdraw support should the service provided by Well and Wild Kids no be deemed by Well and Wild Kids to be in the best interest of the child/ young person or parent/Carer. In this case the Parent/Carer will be notified by email that Well and Wild Kids is not the appropriate service for their child/young person and where possible signposting to a more appropriate service will be given.

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Where payment is required this must be made at the time of booking.  Any delay in this payement may result in your space(s) being released to others.  Therefore delayed payments DO NOT guarantee a booking of space(s).  In such cases where a delayed payment is received after the space(s) have been released to others and there are no longer any spaces available, a full refund will be made.  
  
Each session lasts for the time stated during the booking process unless confirmed otherwise in writing by Well and Wild Kids.

Full payment must be made to Well and Wild Kids (and received by Well and Wild Kids) at the time of booking unless agreed otherwise in writing by Well and Wild Kids.  
  
If  you cancel your booking or any part of your booking before the day of the Session no payment is required, if you have paid via PayNow prior to the session a refund can be requested if made in writing to Well and Wild Kids.  
  
If you cancel your booking on the day of the session payment is required for the session. Note: It is important that you notify Well and Wild Kids as soon as possible regarding attendance issues.  
  
On some occasions Well and Wild Kids may decide to cancel Sessions due to safety conditions such as extreme weather conditions.  If this occurs Well and Wild Kids will seek to reschedule and communicate any changes via this website or other agreed communication method.  
  
Please note we are unable to accept liability for any errors resulting from data which you have supplied incorrectly, whether by telephone, email or otherwise.  
  
Well and Wild Kids reserves the right to not accept a booking at any time and for any reason at which time alternative dates will be offered or a full refund for the paid fees will be offered.  
  
These Terms and Conditions contain important information concerning participation by you and your child/ young person in the Sessions provided by Well and Wild Kids and, accordingly, you acknowledge and agree that you shall ensure that you and your child/ young person are aware of and accept these Terms and Conditions.

**Butterfly House Privacy Terms and conditions**

**Butterfly House’s commitment to data privacy protection**  
  
Protecting the security and privacy of your personal data is important to Well and Wild Kids; therefore, we conduct our business in compliance with applicable laws on data privacy protection and data security.

**Personal data**  
  
Through our Web sites, Well and Wild Kids will not collect any personal data about you (e.g. your name,  
address, telephone number or e-mail address), unless you voluntarily choose to provide us with it (e.g. by registration, survey), respectively, provide your consent, or unless otherwise permitted by applicable laws and regulations for the protection of your personal data.  
  
**Purpose of use**  
  
When you do provide us with personal data, we usually use it to respond to your inquiry, process your booking  
or provide you access to specific information or offers. Also, to support our customer relationship with you:

* Well and Wild Kids may store and process personal data to better understand your child/young persons emotional health needs
* Session Summaries are securely stored on a personal computer as a record of what was discussed in Sessions.

If you choose not to have your personal data used to support our customer relationship, Well and Wild Kids will respect your choice. Well and Wild Kids will not sell or otherwise market your personal data to third parties.  
  
**Purpose limitation**  
  
Well and Wild Kids will collect, use or disclose personal data supplied by you online only for the purposes disclosed to you, unless the disclosure:

* is a use of the personal data for any additional purpose that is directly related to the original purpose for which the personal data was collected,
* is necessary to prepare, negotiate and perform a contract with you,
* is required by law or the competent governmental or judicial authorities,
* is necessary to establish or preserve a legal claim or defence,
* is necessary to prevent fraud or other illegal activities.

**Communications or utilisation data**  
  
Through your use of telecommunications services to access our website, your communications data (e.g. Internet protocol address) or utilisation data (e.g. information on the beginning, end and extent of each access, and information on the telecommunications services you accessed) are technically generated and could conceivably relate to personal data. To the extent that there is a compelling necessity, the collection, processing and use of your communications or utilisation data will occur and will be performed in accordance with the applicable data privacy protection legal framework.  
  
**Non-personal data collected automatically**  
  
When you access our websites, we may automatically (i.e., not by registration) collect non-personal data (e.g. type of Internet browser and operating system used, domain name of the website from which you came, number of visits, average time spent on the site, pages viewed). We may use this data to monitor the attractiveness of our websites and improve their performance or content.  
  
**"Cookies" - information stored automatically on your computer**  
  
When you view one of our websites, we may store some data on your computer in the form of a "cookie" to automatically recognize your PC next time you visit. Cookies can help us in many ways, for example, by allowing us to tailor a website to better match your interests or to store your password to save you having to re-enter it each time. If you do not wish to receive cookies, please configure your Internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored.  
  
**Children**  
  
Well and Wild Kids will not knowingly collect personal data from children without insisting that they seek prior parental consent if required by applicable law. We will only use or disclose personal data about a child to the extent permitted by law, to seek parental consent pursuant to local law and regulations or to protect a child.  
  
**Security**  
  
To protect your personal data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure or access, Well and Wild Kids uses technical and organisational security measures.  
  
**Links to other websites**

Well and Wild Kids websites may contain links to other websites. Well and Wild Kids is not responsible for the privacy practices or the content of other websites.  
  
**Questions and comments**  
  
Well and Wild Kids will respond to reasonable requests to review your personal data and to correct, amend or delete any inaccuracies. If you have any questions or comments about the Well and Wild Kids Privacy Policy (e.g. to review and update your personal data), please contact us with your questions and feedback. As the Internet matures, so will our Privacy Policy. Please check this page regularly to keep up-to-date.