

Terms and Conditions – Our Parenting Community (Association)

(version of 02nd October 2024)

This document constitutes a contract between you (a Friend of the Association) (hereinafter "Friend") and Our Parenting Community Association (hereinafter: "**OPC**") that applies to all offerings provided by OPC.

You should read it carefully and raise any questions and concerns that you have.

The contract is concluded once you have completed the OPC registration form and indicated to confirm "*I have read and understood the terms and conditions of 02nd October 2024.*"

The Friend agrees to comply with the terms and conditions set out below.

The primary and secondary offering: Baby and Toddler groups

- 1.1. The primary offerings to be provided by OPC are peer support baby and toddler groups. In addition, OPC will also run other secondary community building activities, such as but not limited to seasonal parties, clothes and toy swap events, a community book club, online parenting discussion groups and potentially more.
- 1.2. None of these offerings or activities constitute group psychological counselling or any type of group therapy or clinical treatment and should not be construed as such.
- 1.3. OPC does not make any representations or warranties, express or implied, regarding information provided during groups, activities or events. Reliance on any information provided by OPC is solely at your own risk.
- 1.4. OPC makes no guarantees regarding the results that you will see from attending groups, activities or events or using the information provided.
- 1.5. Baby and toddler groups will run weekly in several locations in and around Geneva and will be 1.5 hours in length (or more in certain circumstances) and will include time to socialise with other local parents and at times an informal discussion on a common parenting topic – this will be facilitated by a parenting coach or otherwise appropriately qualified expert.
- 1.6. The schedule and timing of secondary community building activities will be decided as these activities are initiated, and this will be communicated to the community in a timely manner.

2. Payment and fees

- 2.1. It is free to attend baby and toddler groups, but registration is required to become a Friend.
- 2.2. All Friends will register their details and have the opportunity to pledge a regular donation to the Association. This can be annually, monthly, or weekly and can be an amount chosen by the Friend. If the Friend does not have the means to donate, this will not prevent them from becoming a Friend or attending groups or activities run by the Association. Donations can also be made on an ad hoc basis at any time.
- 2.3. On occasion, OPC will host a Baby & Toddler Group or related activity as a specific fundraising event, where exceptional services may be offered (such as face painting, yoga and more). Donations are welcomed and may be asked for to attend. If there is a specific reason for the fundraising, this will be communicated to the Friends of OPC in advance and during the event. Donations will always remain optional and at the discretion of the Friend.
- 2.4. Donations will be used for the running costs of the groups and for other activities run by the Association. Financial records will be kept and reviewed by Committee Members on a regular basis.
- 2.5. Donations can be made in cash, via twint or by bank transfer or standing order.

3. Cancellations by OPC and refunds

- 3.1. If for any reason OPC cancels a baby and toddler group or community activity, you will be notified as soon as possible and OPC will try to offer you an alternative date.

In particular, you are made aware of the fact that the baby and toddler group and community activities require a minimum number of participants to run.

4. Cancellations by the client and refunds

- 4.1. In the event that you no longer want to remain a Friend of the Association, you can cancel any regular donations with your bank.
- 4.2. In the event that you are no longer able to financially contribute to the Association, you can cancel any regular donations with your bank yet remain a Friend of the Association.
- 4.3. If a refund of a previously made donation is requested by the Friend, this request will be fairly considered by OPC Committee members.

5. Health

- 5.1. Please bring only healthy children to baby and toddler groups and community activities. You and your child should remain at home if he, she or you have had a fever, vomited, or had diarrhoea within the past 48 hours or are exhibiting contagious cold symptoms (usually during the first few days of a cold). If you see another child with a runny nose or cough, do not automatically assume the child is contagious. Allergy symptoms can resemble cold symptoms.
- 5.2. OPC reserves the right to refuse admittance to any community event if the lead/host feels that the child or adult is too ill to participate.

6. Termination

- 6.1. OPC shall be entitled to terminate this contract with immediate effect, meaning you will not be allowed entry to baby and toddler groups or community activities, in the event that you:
- act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or collaborator of OPC, any baby and toddler group or community activity lead or any parent or child who attends baby and toddler groups or community activities;
 - steal or act in fraudulent or deceitful manner towards any employee or collaborator of OPC, any baby and toddler group or community activity lead or any parent or child who attends baby and toddler group or community activities;
 - intentionally or recklessly damage our property or the property of our employees or other parents attending premises OPC is using for the baby and toddler group or community activity;
 - are intoxicated through alcohol or illegal drugs while on premises OPC is using for the baby and toddler group or community activity;
 - commit any criminal offence committed on premises OPC is using for the baby and toddler group or community activity or where the victim is an employee/collaborator of OPC or another parent at the baby and toddler groups or community activities;
 - are in other breach of these terms and conditions.
- 6.2. OPC reserves the right to not allow a child or parent to return to baby and toddler groups or community activities if the baby and toddler group or community activity leader deems their behaviour unacceptable for another reason than the reasons listed in paragraph 6.1
- 6.3. On termination the responsibility and liability clause and confidentiality clause shall continue notwithstanding such termination.

7. Responsibility & Liability

- 7.1. Your child (or children) is (are) your own responsibility during the baby and toddler group or community activity.

Under no circumstances will OPC be liable to you for any damages of any kind resulting from a lack of supervision of your child (or children).

8. Photography and Video

- 8.1. From time-to-time OPC may request to take photographs or shoot videos during baby and toddler groups or community activities to use for sharing in the community WhatsApp group, marketing and promotional purposes, which may include, but is not limited to, use on social media, promotional materials or our website.
- 8.2. All images shared outside of the community WhatsApp group, will be blurred prior to use and therefore will not be recognisable. Where images are used in this way no additional personal information or names will be linked to them, unless specific additional permission is sought from the individuals involved.
- 8.3. Please inform us in writing if you would prefer for yourself or your child not to be included in any images or videos.
- 8.4. OPC is happy for you to take photographs of your own child during baby and toddler groups or community activities. If you wish for another child to be in the picture, please seek permission from the adult accompanying that child before taking pictures.

9. Confidentiality

- 9.1. During baby and toddler groups or community activities, sensitive and personal information can be shared at times and so confidentiality is important. You must be comfortable sharing any information you disclose directly to the group during a baby and toddler group or at a community activity.
- 9.2. OPC baby and toddler group and community activity leads are required to have regular supervision sessions where they discuss aspects of their work. In such supervisions, baby and toddler group or community activity leads do not reveal individual identities and supervision itself is confidential between baby and toddler group or community activity leads and supervisor. By contracting with us you give your consent to such sessions.
- 9.3. Concerns and questions can be discussed privately with your baby and toddler group or community activity lead. In this instance any information you share will remain confidential between your baby and toddler group or community activity lead and yourself.
- 9.4. Exceptions to confidentiality are as follows:
- Where you give your consent for information you have disclosed to be shared with a third party;
 - Where the coaches are compelled to by regulation or law; or
 - Where the information is of such gravity that confidentiality cannot be maintained. This includes instances in which your coach considers in their sole discretion the client or others could be in immediate danger; or
 - Where the situation concerns a safeguarding issue regarding the welfare of a minor.

10. Data Protection

- 10.1. Under this contract, OPC will obtain, use and disclose (together "**Use**") certain information about you ("**Data**"). This statement sets out the principles governing our Use of Data. By registering as a Friend of the Association you agree to this Use.

- 10.2. When you register with OPC you will need to provide certain Data such as your contact details and demographic information. OPC will store this Data and use it to contact you, provide you with details of community activities.
- 10.3. OPC will not pass any personal data onto anyone outside of OPC without your permission.
- 10.4. OPC endeavour to take all reasonable steps to protect your personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

11. Complaints

Please contact OPC in the first instance should you wish to discuss any aspect of your experience in this community or this contract.

12. Applicable law and jurisdiction

These Terms and Conditions are governed by Swiss law, to the exclusion of any other foreign legislation. The place of jurisdiction is Geneva, Switzerland.