

Workshop Policy

Terms & Conditions

The Kelmarna Workshop 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 acclaimed local and regional presenters to provide skills-based, community oriented learning opportunities in the context of a 4.5 acre certified organic garden, where people of all backgrounds and experience levels are welcome to take action, ask questions, and cultivate meaningful connections with the environment and each other.

This page outlines the policies, procedures, terms, and conditions that manage our workshops programme, that allow us to make fun, fair, and accessible learning opportunities possible, for the benefit of everyone involved and their communities, and which are mutually agreed by scheduling an event and/or purchasing a ticket 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. Scheduling

1.1

Kelmarna manages the scheduling of workshops with the intention of promoting opportunity, accessibility, and effectiveness in consultation with the relevant presenter(s), for the benefit of the presenter(s) and participants, and to avoid any detriment to farm operations.

1.2

While workshop events may take place at any given date and time, the programme prioritises weekend days (Saturdays & Sundays; cf. weekdays) for scheduling workshop events in order to make offerings available to a general audience typically otherwise occupied during standard business hours.

1.3

Dates and times for scheduled events are visible on each of our respective published event pages – via Humanitix, Facebook, and the Workshops page of the Kelmarna website.

1.4

Kelmarna reserves the right to make changes to the workshop schedule without public notice.

However, any changes must be in consultation with the relevant presenter(s) and with express notification to any registered ticket holder(s).

Please refer to Section 6 - Postponement & Cancellation for more information on schedule changes.



2. Health, Safety, & Privacy



2.1

Participation in any activity with Kelmarna is voluntary, with the acknowledgement that the benefit and enjoyment of nature-based, skills-based education 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 workshop, all participants, including the presenter(s), participant(s), and Kelmarna staff, agree to participate with knowledge and acceptance of any and all associated risks.

2.2

Kelmarna and the relevant presenter(s) will make a reasonable and concerted effort to be upfront, clear, and complete in the known hazards and risks associated with participation in an event.

2.2.1

Each workshop session will be subject to a session specific risk assessment procedure, to identify and control for hazards particularly relevant and likely during the unique conditions of a given session.

2.2.2

The presenter(s) will be responsible for fulfilling all relevant health, safety, and housekeeping procedures, including conducting relevant inductions at the commencement of a session, actively managing risks during the session, and reporting on any incidents or other items of concern in an appropriately timely manner (i.e. as promptly as reasonably possible).

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

All participants agree to consult, coordinate, and cooperate with Kelmarna regarding health and safety, including but not limited to providing all relevant and necessary information and protections with regard to their specific needs relative to the nature of the workshop activities.

2.3.1

All participants agree to follow all written and verbal rules and instructions for safety as directed by Kelmarna and the presenter(s).

2.3.2

Kelmarna and the relevant presenter(s) reserve the right to withdraw any person who is identified as presenting undue risk to themselves and/or others by any action or inaction.

2.4

Kelmarna and the relevant presenter(s) reserve the right to postpone or cancel any session or activity for any reason and at any time if concern arises regarding safety or well-being.

Please refer to [Section 6 - Postponement & Cancellation](#) for more information on schedule changes.

2.5

The views and opinions expressed by the presenter(s) during workshop sessions are those of the presenter(s) and do not necessarily reflect those of Kelmarna Community Farm.

2.6

All personal information collected regarding participating individuals is solely for the purpose of managing the workshop session(s) to which that person(s) is registered, and Kelmarna 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.

2.7

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

2.7.1

These recordings may be used for the promotion of Kelmarna and its programmes, including via social media, newsletters, and other publications, for the purpose of community engagement, development, and in accordance with the Privacy Act 2020.

2.7.2

Participants reserve the right to decline from being featured in any recordings and to request that Kelmarna refrain from using or sharing for any purpose any media in which their name or likeness is depicted.



3. Pricing & Sales



3.1

Kelmarna manages the pricing of workshops with the intention of promoting opportunity and accessibility, in consultation with relevant presenter(s), representative of the cost of operation and value to participants.

Kelmarna is a registered charitable organisation (CC51662) and inclusive community space committed to facilitating fun, educational, and relevant social events, of which any proceeds on behalf of Kelmarna are invested to support meaningful workshops, organic garden production, and nature-based learning for children.

3.2

Regarding Community Services Cardholders, Kelmarna is inclined to offer a discounted concession price where possible, to individuals who hold a valid Community Services Card issued by Work and Income under the Ministry of Social Development in New Zealand.

3.2.1

This concession pricing is not necessarily available for all events and will only be available where it is a clearly electable option within the registration process.

3.2.2

The full ticket price for any event will always represent the value of the workshop experience, and such concession pricing is managed to help make participation more accessible to members of our community eligible for and in possession of a valid Community Services Card.

3.2.3

In order to confirm special pricing for ticket purchase, any valid Community Services Cardholder is required to submit proof of their status as a valid Community Services Cardholder (e.g. photo or scanned copy of valid card) upon registration, and to present the same valid card for inspection upon attending the workshop event.

3.2.4

To learn more about the Community Services Card, please refer to the Work and Income website and consult the 'Who can get it', 'How to apply', and 'Renewing your card' tabs.

<https://www.workandincome.govt.nz/products/a-z-benefits/community-services-card.html>

3.2.5

Regarding SuperGold Card or 'Gold Card' holders, these individuals are not eligible for special pricing.

The SuperGold Card is separate to the Community Services Card and is issued by a separate organisation based on a different set of criteria.

3.3

Ticket sales are generally managed by Kelmarna, although there are instances in which the presenter(s) or third party partner(s) manage ticket sales.

3.3.1

Regarding ticket sales managed by Kelmarna, these are conducted with Humanitix, and all payment, receipts, refunds, or other transaction details are administered via this platform with email support from a recognised @kelmarna.co.nz email address.

For these workshops, links to ticket purchase are available directly on the relevant published Humanitix event page(s), through the relevant Facebook event page(s), and/or via associated advertising surrounding the event (e.g. website, newsletter, social media, etc.).

3.3.2

Regarding ticket sales managed by the presenter(s) or third party partner(s), Kelmarna does not have direct discretion over the administration of these tickets.

In these instances, matters surrounding payment, receipts, refunds, or other transaction details must be directed to the relevant presenter(s) or third party partner(s).

3.3.3

Regardless of the administrative party, ticket pricing and total numbers will reflect the mutually agreed value and carrying capacity for the event.



4. Refunds



4.1

Kelmarna manages ticket refunds for workshops with the intention of providing flexibility for participants, security for presenters, and to maximise engagement for the benefit of the community.

4.2

Refunds for workshops are managed based on a timetable of diminishing redeemable value relative to the proximity of time leading up to the planned workshop event date.

*Not including transaction fees

4.2.1

Category 1 – Full Refund Period

Regarding a period of 29 or more calendar days (more than 4 weeks) prior to the planned event date, registered ticket holders are eligible for a full refund, not including transaction fees.

4.2.2

Category 2 – Partial Refund Period

Within a period of between 15 and 28 calendar days (more than 2 weeks, up to 4 weeks) prior to the planned event date, registered ticket holders are eligible for a partial refund at a rate of 50% ticket price, not including transaction fees.

4.2.3

Category 3 – Refund Ineligibility Period

Within a period of 14 or fewer calendar days (2 weeks or less) prior to the planned event date, registered ticket holders are not eligible for a refund.

4.2.4

Eligibility periods are calculated from 12:00pm on any given date, such that the cut-off for eligibility ends at 12:00pm on the relevant date.

If the cut-off date for any given category falls on a non-business day (i.e. weekend or public holiday), then the period of eligibility will be defined as terminating from 12:00pm on the Friday immediately preceding the relevant date.

4.3

Category 4 – Health-related Cancellations

At any time prior to the planned event date (i.e. not subject to eligibility periods as defined in Section 4.2 above), regarding instances of cancellation on behalf of a registered ticket holder due to reasons directly attributable to issues related to their own health and wellness, registered ticket holders are eligible for a partial refund at a rate of 50% ticket price, not including transaction fees.

4.3.1

This category is included to recognise the hardship of the afflicted registered ticket holder, to help incentivise a focus on preserving individual and public health by allowing the recovery of certain sunk costs on their behalf, while also safeguarding the Programme with regard to risk and costs incurred directly related to the viability of the planned event.

4.3.2

Vacancy Redemption

A registered ticket holder who is subject to the terms of a Category 4 cancellation (as defined in Section 4.3) may be granted a full refund in the event that the vacancy created by their cancellation is able to be filled by another individual, such as someone on the wait-list for the relevant planned event.

4.4

Transaction fees refer to any additional fees, such as Humanitix fees, that are applied on top of to the listed ticket price to facilitate the ticket purchase transaction.

4.5

Regarding refunds for a multiple-session ticket (e.g. 'full course'), registered ticket holders are eligible for refunds according to subsection 4.2 above on a timetable relative to the first event of the multiple-session series.

4.5.1

If one or more of the sessions within a series have already taken place, then any eligibility for a refund has expired.

4.5.2

Registered ticket holders of a multiple-session series ticket(s) are not eligible for refunds for individual sessions within the multiple-session series (i.e. sectional refund).

Sectional refunds are only ever considered, permitted, and calculated on a case by case basis, where compelling extenuating circumstances can be proven to be entirely beyond reasonable control, where prohibitive circumstances could not reasonably have been foreseen or provided against (i.e. force majeure).

Notwithstanding, there is no guarantee that such sectional refunds will be processed.



5. Wait-Listing

5.1

In order to help promote opportunity, accessibility, and the effectiveness of our workshop events, Kelmarna manages a wait-list for workshops events.

The wait-list is a tool to help maximise community engagement by understanding demand and avoiding missed opportunities for participation should vacancies become available.

It is a list of persons compiled based on enquiries regarding interest in attending a workshop(s) that has already met registered capacity. Wait-listed individuals are those who have not been formally registered but who may be offered the opportunity to register if space becomes available leading up to the event.

5.2

The wait-list is a contingent registry only. There is no guarantee that wait-listed individuals will be contacted or offered any opportunities to secure registration to any relevant workshop session(s).

5.2.1

All wait-lists are managed based on enquiries received by email and/or phone, where we can obtain the full name and relevant contact details (e.g. email address, phone number) of the interested person(s).

Please refer to [Section 2 - Health, Safety & Privacy](#) for more information on managing personal information.

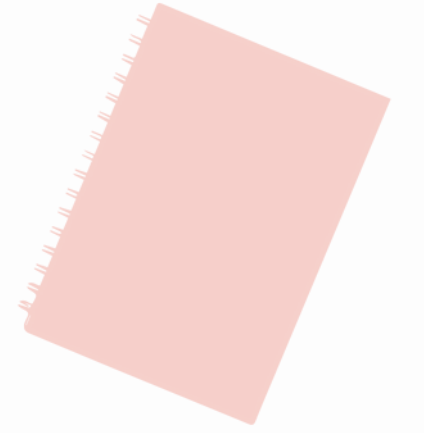
5.2.2

All wait-lists are managed on a first-come-first-served basis where individuals are contacted in the order in which enquiries have been received.

5.2.3

Wait-listed individuals will only be contacted in the event that a vacancy becomes available leading up to the relevant workshop event(s) for which they are contingently registered.

However, in instances where no vacancies become available, there is the potential for waitlisted individuals to be contacted regarding the opportunity to participate in a reasonably related workshop session(s). This would be primarily for the purpose of connecting individuals with meaningful opportunities to participate in a workshop(s) of interest.



6. Postponement & Cancellation



6.1

Kelmarna and the relevant presenter(s) reserve the right to postpone or cancel any session or activity for any reason and at any time without public notice.

However, any decision must be with express notification to any registered ticket holder(s) and any ticket value must be managed according to all relevant guidelines that follow, within Section 6 of this policy.

6.2

The programme prioritises postponing workshop events (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, under-attendance, etc.), Kelmarna will strive to work with the relevant presenter(s) to arrange a new date and time to help ensure that registered ticket holders are able to take part in the intended experience.

6.2.1

Where possible, sessions will be rescheduled (i.e. postponed) to new dates, days, and times consistent with the original listing.

However, there is no guarantee that such consistent rescheduling will be manageable, and all rescheduled dates and times will be subject to constraints regarding site, scheduling, and consultation with the relevant presenter(s).

6.2.2

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

6.3

Regarding managing ticket value for registered participants in the event of a postponement:

6.3.1

The programme will communicate as promptly as reasonably possible with all registered ticket holders regarding the decision to postpone and the details surrounding the rescheduled date(s) and time(s).

6.3.2

By default, all registered ticket holders will be automatically reassigned to any new, rescheduled workshop event date(s) and time(s).

This means that communications regarding postponement will include updated ticket information and that registered ticket holders are not required to take any action in order to look forward to and participate in any rescheduled session(s).

6.3.3

Communications regarding postponement will include the opportunity for registered ticket holders to request a refund, including in circumstances other than within the standard timetable outlined in Section 4.2 above.

In view of the extenuating circumstances of a postponement, a revised timetable for refund eligibility (cf. standard timetable) may be stipulated in the relevant communications regarding the postponement, to replace the standard timetable regarding relevant refund requests.

If a revised timetable is not stipulated, the standard refund timetable (ref. Section 4.2) will remain applicable.

6.4

Regarding managing ticket value for registered participants in the event of a cancellation:

6.4.1

The programme will communicate as promptly as reasonably possible with all registered ticket holders regarding the decision to cancel.

6.4.2

By default, all registered ticket holders will be refunded the full value of the ticket price, not including transaction fees.

This means that registered ticket holders will receive a notification of refund and are not required to take any action in order to recuperate the monetary value of their purchase.

6.4.3

All cancellation decisions are final.

