

HOLIDAY CAMPS TERMS AND CONDITIONS

1. Terms and Conditions of your booking:

- (a) Reference to 'CYC BURLEIGH' within this Terms and Conditions form means the CHRISTIAN YOUTH COUNCIL ABN 21 483 597 481 trading as CYC BURLEIGH of 22 Rudd Street, Burleigh Heads, 4220 in the State of Queensland.
- (b) Reference to 'primary care giver' within this Terms and Conditions form is taken to mean the primary care giver (parent or legal guardian) of the camper (person attending camp).
- (c) Reference to 'camper' within this Terms and Conditions form is taken to mean the child under the direct care and supervision of Primary care giver.) who attend or otherwise receive the services provided by CYC BURLEIGH pursuant to the booking application made by the Primary care giver.
- (d) Reference to 'centre' within this Terms and Conditions form is taken to mean CYC BURLEIGH's centre located at 22 Rudd Street, Burleigh Heads, 4220 in the State of Queensland.
- (e) Reference to 'facility' within this Terms and Conditions form is taken to mean a facility accessed, arranged, provided, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the camper regardless of the location of the facility and regardless of whether or not such facility is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (f) Reference to 'site' within this Terms and Conditions form is taken to mean a site accessed, arranged, provided, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the Camper regardless of the location of the site and regardless of whether or not such site is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (g) Reference to 'equipment' within this Terms and Conditions form is taken to mean equipment (in any form) arranged, provided, delivered, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the Camper regardless of the location of the equipment and regardless of whether or not such equipment is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (h) Reference to 'service' within this Terms and Conditions form is taken to mean a service provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Camper regardless of the location of the service and regardless of whether or not the service is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (i) Reference to 'program' within this Terms and Conditions form is taken to mean a program provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Camper regardless of the location of the program and regardless of whether or not the program is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (j) Reference to 'activity' within this Terms and Conditions form is taken to mean an activity provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Camper regardless of the location of the activity and regardless of whether or not the activity is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
- (k) This Terms and Conditions form set out the terms and conditions applying to the booking application made by the Primary care giver.

2. Bookings and payments:

- (a) The primary care giver may proceed to make a tentative booking through the online booking system, accessed via the CYC BURLEIGH website or through other website such as Facebook.
- (b) A tentative booking will remain in place until such time as all camp fees have been paid in full unless it is refused, declined or cancelled prior to the close of registration. A tentative booking that does not convert to a confirmed booking within the abovementioned registration period (i.e. prior to the close of registration) will be cancelled automatically.
- (c) The primary care giver will not be charged a fee for cancelling a tentative booking, nor will the primary care giver be charged for the declining, refusal or cancellation of a tentative booking by CYC BURLEIGH.
- (d) A tentative booking will convert to a confirmed booking, legally binding upon the Primary care giver, only upon the following occurring and subject to clause 2 (e) of this Terms and Conditions form below:



- i. The primary care giver providing to CYC BURLEIGH duly completed and executed Holiday Camp Registration forms and any other information or documentation requested by CYC BURLEIGH (as applicable);
 - ii. The Applicant making payment to CYC BURLEIGH's nominated bank account of the camp fee); and
 - iii. CYC BURLEIGH confirming the booking in writing to the primary care giver.
- (e)** CYC BURLEIGH relies upon the accuracy of the information contained in the Registration material received from the primary care giver in the provision of its services.
- (f)** If the Registration material, payment of the entire amount, and/ or any other information or documentation requested by CYC BURLEIGH (as applicable) is not received by CYC BURLEIGH within the registration period, CYC BURLEIGH reserves the right to determine in its sole and absolute discretion to decline, refuse or cancel a tentative booking and/ or to proceed to offer any places subject of the tentative booking to any other interested party without further notice to the Primary care giver.
- (g)** In the event that a confirmed registration is cancelled by the Primary care giver, the following terms apply:
 - i. If the confirmed registration is cancelled by the primary care giver earlier than a period of 14 days before the first date of occupancy, all monies paid by the primary care giver will be refunded to the Primary care giver; or
 - ii. If the confirmed registration is cancelled by the primary care giver within 14 days of the first date of occupancy, then the entire camp fee is forfeited.
- (h)** CYC BURLEIGH reserves the right to cancel a confirmed booking in advance of the first date of occupancy if the centre, a site, a facility or equipment, that CYC BURLEIGH deems is necessary to deliver a service, program or activity subject of the confirmed booking, becomes unavailable, unsafe or unsuitable for any reason (such determination being in CYC BURLEIGH's sole and absolute discretion. In such circumstance, CYC BURLEIGH:
 - i. Will endeavor to issue notice of such cancellation to the primary care giver as soon as practicable;
 - ii. Will return, in full, any deposit amount paid to CYC BURLEIGH by the primary care giver in respect of the booking;
 - iii. Will return, in full, any other amount paid to CYC BURLEIGH by the primary care giver in respect of the booking; and
 - iv. Will not otherwise be liable to the primary care giver in any respect.
- (i)** As part of the registration process through the online registration system, the primary care giver will have the opportunity to pay either in full, or in part, the fees associated with the camp via direct deposit or credit/debit card. This invoice is required to be paid by the primary care giver during the registration period and prior to the close of the registration period.
- (j)** Without limiting its legal rights, in the event the primary care giver fails to pay the invoice identified at clause 2. (l) abovementioned within the time period prescribed within that clause, CYC BURLEIGH may cancel or terminate the registration and/ or refuse admission, access, use or utilisation of the centre, a site, facility, equipment or the provision or delivery of any service, program to primary care giver and/or the camper.
- (k)** In the event further charges (in addition to the invoice identified at clause 2. (l) abovementioned) are incurred by the primary care giver for any reason (including but not limited to, damage to property or bus transport to and/or from camp) a further invoice/s will be issued by CYC BURLEIGH to the Primary care giver.
- (l)** CYC BURLEIGH in its sole and absolute discretion, reserves its rights to cancel the provision of any service, activity or program subject of or related to a booking regardless of whether or not such service, activity or program has commenced if it is concerned about the safety of the camper.
- (m)** Subject to the terms of this Terms and Conditions, CYC BURLEIGH reserves the right to terminate without notice a confirmed registration (regardless of whether or not such registration has commenced or not) for any breach of this Terms and Conditions or if it reasonably suspects or determines (in its sole and absolute discretion) that the centre, any site or facility and/ or any equipment, service, activity or program is being or is likely to be used by the primary care giver and/ or the camper for any unlawful purpose. In circumstances of such termination, CYC BURLEIGH reserves the right to require payment by the primary care giver in full of all fees and charges associated respect of such registration, including but not limited to the payment of any outstanding

fees and charges.

3. **Primary care giver' obligations, responsibilities and acknowledgments:** Without limiting the nature and scope of obligations and responsibilities owed and/ or extent of acknowledgments made by the primary care giver under this Terms and Conditions document, the primary care giver agrees and otherwise warrants that:

- (a) It is authorized and otherwise lawfully able to agree to, execute and enter into the terms of this Terms and Conditions meant for and on behalf of him/herself and also for and on behalf of the camper jointly and severally.
- (b) They will at all times comply with the policies, procedures and lawful directions of CYC BURLEIGH, and is responsible for ensuring the camper complies with same.
- (c) They understand, acknowledge and accept that by travelling to and/ or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment that they and/ or the camper may be exposed to danger and risk which could cause death, personal injury, psychological trauma, loss or damage (including property damage and/ or financial loss) ('harm').
- (d) They understand, acknowledge and accept that when travelling to and/ or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/ or activity, and/or using or utilizing a facility and/ or equipment that they and the camper do so in view of the potential or prospective risk and danger of harm and therefore do so at their own risk.
- (e) They are responsible as the parents or legal guardians of the campers to, in advance:
 - i. Determine whether any service, program or activity received by or participated in by the respective camper and/ or that the centre and any site, facility or equipment or used or utilised in the delivery or conduct of same are safe, properly functioning, appropriate and otherwise suitable having regard to the skills, experience, fitness and medical, health or allergy requirements of the respective camper; and
- (f) They are responsible for ensuring the discipline and behavior of the camper is safe, acceptable and otherwise appropriate at all times.
- (g) CYC BURLEIGH staff/volunteers may from time to time instruct, lead, demonstrate or assist the camper in relation to the conduct, performance or delivery of a service, program and/ or activity
- (h) They are responsible for ensuring that all necessary information pertaining to a camper's medical, emotional, psychological and dietary needs have been provided to CYC BURLEIGH through the registration process and all necessary medication and medical advice used in treatment of the aforementioned medical, emotional, psychological and dietary needs has been provided to CYC BURLEIGH upon sign in on the first day of camp.
- (i) In the event that CYC BURLEIGH requests the provision of information or execution of documentation by the primary care giver the primary care giver is responsible for ensuring that such information or documentation is provided in completed and executed form by return to CYC BURLEIGH within any prescribed timeframe and where no timeframe is stated, in a timely fashion.
- (j) They and the camper jointly and severally release to the extent possible at law CYC BURLEIGH, its employees, management, contractors, servants, agents and volunteers from all liability (including, without limitation, liability in negligence) for any and all harm, loss, damage, cost, death, injury or illness caused by, related to or however arising (whether directly or indirectly) from the primary care giver and/ or the camper travelling to or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment.
- (k) They indemnify CYC BURLEIGH, its employees, management, contractors, servants, agents and volunteers in relation to any claim, action, suit or demand raised against such party/s in respect of liability (including, without limitation, liability in negligence) for any and all harm, loss, damage, cost, death, injury or illness caused by, related to or however arising (whether directly or indirectly) from the primary care giver and/ or the camper travelling to or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment.

4. **Meals:**

- (a) The composition of meal menus are set by CYC BURLEIGH management. Specialised meal requests (for example, medical or cultural diets) may be arranged with the agreement of CYC



- BURLEIGH at the time of registration. CYC BURLEIGH notes that additional costs may apply to provision of specialized meal requests.
- (b) The timing meal catering and provision is determined by CYC BURLEIGH management in its sole and absolute discretion.
5. **Cleaning:**
- (a) The camper is required to keep the centre and/ or any site, facility or equipment used or utilized by the camper in a clean and tidy state at all times.
- (b) At the conclusion of any camp the camper is required to leave rooms in a clean and tidy state.
6. **Alcohol/Drugs:** Alcohol and non-prescription drugs are not permitted.
7. **Prohibited items:** Firearms and any other weapons are not permitted. Electronic items such a phones, iPods, computers etc. are not permitted.
8. **Pets:** Pets are not permitted.
9. **Smoking:** Smoking is not permitted.
10. **Noise:**
- (a) Consideration of noise levels by the camper is required at all times.
- (b) CYC BURLEIGH has strict noise curfews in place from 9.30pm to 7.30am, seven days a week ('noise curfew period').
11. **Beds & Bedding:** The camper is required to bring their own bedding (Fitted sheet, blanket or sleeping bag and pillow).
12. **Flora & Fauna:**
- (a) Must not be disturbed.
13. **Breakages & Damage:**
- (a) Must be reported immediately to CYC BURLEIGH staff.
- (b) The costs of replacement or repair of any broken or damaged property may be required to be paid for by the Primary care giver.
- (c) CYC BURLEIGH will invoice the primary care giver for such costs, with payment required within 7 days of the issue of such invoice.
- (d) The primary care giver otherwise agrees to indemnify CYC BURLEIGH in respect of the cost of replacement or repair of such property.
14. **Property:**
- (a) CYC BURLEIGH takes no responsibility for the loss or damage to personal property brought to the centre.
- (b) Should any claim be made for such loss or damage to property then the primary care giver agrees to indemnify CYC BURLEIGH, its employees, contractors, agents and management in respect of such claims.
15. **Adult Supervision:**
- (a) All campers are supervised by CYC BURLEIGH staff and volunteers. Campers are required to respect the authority of CYC BURLEIGH staff and volunteers
- (b) Campers who do not respect the authority of CYC BURLEIGH staff and volunteers may be removed from program until such time as they comply with instructions and/ or directions given by CYC BURLEIGH staff and volunteers. In the event the camper refuses to comply with instructions and/ or directions given by CYC BURLEIGH staff and volunteers, the primary care giver will be contacted and requested to collect the camper from camp. In the event a camper is removed from programs or asked to leave camp, no refund will be given.
16. **Parking:**
- (a) CYC BURLEIGH has limited parking available. Accordingly, all efforts should be made to reduce the number of vehicles travelling to CYC BURLEIGH.
- (b) When parking at the centre (and/ or immediate surrounds), or at any site it is necessary all local parking laws and regulations are adhered to. Please be considerate of neighbouring properties and tenants when parking in streets surrounding the centre.
- (c) All vehicle parking is strictly at the owner's own risk.
17. **Disclaimer:** To the extent permitted by the law, CYC BURLEIGH, its employees, management, contractors, servants, agents and volunteers disclaim all liability (including, without limitation, liability in negligence) for any and all loss, damages, costs, injury or illness caused by, related to or however arising from the primary care giver and/ or camper travelling to or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment.

18. **No waiver:** Time is of the essence, except that no delay by CYC BURLEIGH in exercising any right or power will operate as a waiver of that right or power, nor will any single or partial exercise of any right or power by CYC BURLEIGH preclude any other or further exercise of that right of power by CYC BURLEIGH.
19. **Severability:** Any provision or part provision of this Terms and Conditions which is invalid will not invalidate or affect the remaining provisions of this document.
20. **Governing law:** This Terms and Conditions Agreement will be governed by the laws of Queensland.