

CONDITIONS OF HIRE

1. Terms and Conditions of your booking:

- (a) Reference to 'CYC BURLEIGH' within this Conditions of Hire form and the attached 'Booking Agreement' 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 'Applicant' within this Conditions of Hire form and the Booking Agreement is taken to mean the party identified at Item A of the 'Execution Section' of this Conditions of Hire form.
- (c) Reference to 'attendees of the group' within this Conditions of Hire form and the Booking Agreement is taken to mean any and all persons (for example and without limitation - students, leaders, supervisors etc.) who attend or otherwise receive the services provided by CYC BURLEIGH pursuant to the booking application made by the Applicant (including visitors).
- (d) Reference to 'centre' within this Conditions of Hire form and the Booking Agreement 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 Conditions of Hire form and the Booking Agreement 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 Applicant and/ or the attendees of the group 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 Conditions of Hire form and the Booking Agreement 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 Applicant and/ or the attendees of the group 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 Conditions of Hire form and the Booking Agreement 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 Applicant and/ or attendees of the group 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 Conditions of Hire form and the Booking Agreement is taken to mean a service provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Applicant and/ or attendees of the group 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 Conditions of Hire form and the Booking Agreement is taken to mean a program provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Applicant and/ or attendees of the group 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 Conditions of Hire form and the Booking Agreement is taken to mean an activity provided, arranged, delivered or supplied by CYC BURLEIGH to or for the Applicant and/ or attendees of the group 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) Reference to 'first date of occupancy' within this Conditions of Hire form and the Booking Agreement is taken to be the first date that the Applicant and/ or the attendees of the group are contemplated to access or attend at the centre or a site, and/ or receive or participate in a service, program and/or activity, and/or use or utilize a facility and/ or equipment (whichever is sooner) pursuant to a confirmed booking.
- (l) This Conditions of Hire form along with the Booking Agreement form set out the terms and conditions applying to the booking application made by the Applicant.

2. Bookings and payments:

- (a) The Applicant may proceed to make a tentative booking upon receiving a Quote document from CYC BURLEIGH (the 'Quote').
- (b) A tentative booking will remain in place for 14 days unless it is refused, declined or cancelled prior to the expiry of such period. A tentative booking that does not convert to a confirmed booking with the abovementioned 14 day period will be cancelled automatically.
- (c) The Applicant will not be charged a fee for cancelling a tentative booking, nor will the Applicant 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 Applicant, only upon the following occurring and subject to clause 2 (e) of this Conditions of Hire form below:
 - i. The Applicant providing to CYC BURLEIGH duly completed and executed Conditions of Hire and Booking Agreement forms (taken together to mean the 'Booking Application material') 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 a deposit amount (\$750.00); and
 - iii. CYC BURLEIGH confirming the booking in writing to the Applicant.
- (e) The Booking Application material, entire deposit amount, and any other information or documentation requested by CYC BURLEIGH (as applicable) are required to be received by CYC BURLEIGH by no later than the date stated in the Quote or otherwise if no date is stated in the Quote, within 14 days of the tentative booking being made (the 'response period').
- (f) CYC BURLEIGH relies upon the accuracy of the information contained in the Booking Application material received from the Applicant in the provision of its services.
- (g) If the Booking Application material, payment of the entire deposit amount, and/ or any other information or documentation requested by CYC BURLEIGH (as applicable) is not received by CYC BURLEIGH within the response 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 date/s subject of the tentative booking to any other interested party without further notice to the Applicant.
- (h) In the event that a confirmed booking is cancelled by the Applicant, the following terms apply:
 - i. If the confirmed booking is cancelled by the Applicant earlier than a period of 12 weeks before the first date of occupancy, then the entire deposit amount will be charged as an administration fee by CYC BURLEIGH; or
 - ii. If the confirmed booking is cancelled by the Applicant within 12 weeks of the first date of

occupancy, then the entire deposit amount is forfeited, and the Applicant is also liable and otherwise required to pay to CYC BURLEIGH a cancellation fee calculated as being the cost per camper amount stated in the Quote multiplied by the minimum numbers amount stated in the Quote.

- (i) 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 Applicant as soon as practicable;
 - ii. Will return, in full, any deposit amount paid to CYC BURLEIGH by the Applicant in respect of the booking;
 - iii. Will return, in full, any other amount paid to CYC BURLEIGH by the Applicant in respect of the booking; and
 - iv. Will not otherwise be liable to the Applicant in any respect.
 - (j) Where a confirmed booking has been made, confirmation of final numbers of attendees of the group are subsequently required to be provided to CYC BURLEIGH by the Applicant by no later than 14 days before the first date of occupancy.
 - (k) Where a confirmed booking proceeds (that is to say such confirmed booking is not cancelled or otherwise terminated prior to the receipt by CYC BURLEIGH of confirmed final numbers of attendees), the fee calculated as being the cost per camper amount stated in the Quote multiplied by the minimum numbers amount stated in the Quote will be minimum amount payable by the Applicant even if the confirmed final number of attendees of the group are in fact less than had been contemplated at the time of the issue of the Quote.
 - (l) Upon receipt by CYC BURLEIGH of confirmation of final group attendee numbers from the Applicant, CYC BURLEIGH will issue an invoice for payment by the Applicant. This invoice is required to be paid by the Applicant within 7 days of being issued or immediately prior to the first date of occupancy (whichever date is sooner).
 - (m) Without limiting its legal rights, in the event the Applicant 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 booking 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 Applicant and/or group attendees.
 - (n) In the event further charges (in addition to the invoice identified at clause 2. (l) abovementioned) are incurred by the Applicant for any reason (including but not limited to due to additional attendees of the group, or damage to property) a further invoice/s will be issued by CYC BURLEIGH to the Applicant which will be required to be paid by the Applicant within 7 days of being issued.
 - (o) 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 Applicant or any attendees of the group.
 - (p) Subject to the terms of this Conditions of Hire and the Booking Agreement, CYC BURLEIGH reserves the right to terminate without notice a confirmed booking (regardless of whether or not such booking has commenced or not) for any breach of this Conditions of Hire or the Booking Agreement or if its 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 Applicant and/ or the attendees of the Group for any unlawful purpose. In circumstances of such termination, CYC BURLEIGH reserves the right to require payment by the Applicant in full of all fees and charges associated respect of such booking, including but not limited to the payment of any outstanding fees and charges.
- 3. Applicant's obligations, responsibilities and acknowledgments:** Without limiting the nature and scope of obligations and responsibilities owed and/ or extent of acknowledgments made by the Applicant under this Conditions of Hire document, the Applicant agrees and otherwise warrants that:
- (a) It is authorized and otherwise lawfully able to agree to, execute and enter into the terms of this Conditions of Hire and the Booking Agreement for and on behalf of itself and also for and on behalf all attendees of the group jointly and severally.
 - (b) It will at all times comply with the policies, procedures and lawful directions of CYC BURLEIGH, and is responsible for ensuring all attendees of the group comply with same.
 - (c) It understands, acknowledges and accepts 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 it and the attendees of the group 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) It understands, acknowledges and accepts 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 it and the attendees of the group do so in view of the potential or prospective risk and danger of harm and therefore do so at its/ their own risk.
 - (e) It is responsible for ensuring that any service, program or activity received by or participated in by it and/ or the attendees of the group and 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 attendees of the group, including but not limited to assessing potential or prospective danger, risk and/ or harm and conducting appropriate risk assessments in advance.
 - (f) It is responsible for liaising with attendees of the group and where applicable the parents or legal guardians of the attendees of the group in advance to:
 - i. Determine whether any service, program or activity received by or participated in by the respective attendees of the group 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 attendees of the group; and
 - ii. Otherwise ensure that such persons are suitably apprised of the nature of any danger, risk and/ or harm associated with or assumed in relation to travelling to or from and/ 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 and where applicable that such danger, risk and/ or

harm are acknowledged, agreed, authorised and otherwise consented to by, or for and on behalf of, each of the attendees of the group.

- (g) It is responsible for ensuring CYC BURLEIGH is advised in advance of the name and contact information at least one competent adult leader who is authorized for and on behalf of the Applicant and the attendees of the group to liaise directly with CYC BURLEIGH during the period of the stay (the 'Group Leader/s').
 - (h) It is responsible for ensuring adequate adult staff and/or leader supervision is in place and maintained at all times, including but not limited to ensuring that the numbers of staff and leaders are suitable (relative to the attendees in the group and activities being undertaken) and otherwise that such adult staff and/ or leaders are competently and appropriately trained (as applicable).
 - (i) It is responsible for ensuring the discipline and behavior of all attendees of the group is safe, acceptable and otherwise appropriate at all times and that adult staff and/ or leaders are properly monitoring, supervising and otherwise ensuring same.
 - (j) CYC BURLEIGH staff may from time to time instruct, lead, demonstrate or assist the Applicant in relation to the conduct, performance or delivery of a service, program and/ or activity however, the Applicant is responsible, via its adult staff and/ or leaders for maintaining appropriate supervision and safety of the attendees of the group at all times.
 - (k) It is responsible for ensuring that it and its adult staff and/ or leaders are able to provide reasonable medical (including but not limited to allergic reaction events) treatment, responses and support (including but not limited to first aid, emergency backup and rescue) to attendees of the group at all times.
 - (l) It is responsible for ensuring that all appropriate insurances, approvals, authorisations, consents, licenses (if any) have been obtained in advance for itself and for and on behalf of the attendees of the group (as applicable).
 - (m) In the event that CYC BURLEIGH requests the provision of information or execution of documentation by the Applicant or the attendees of the group (including parents, legal guardians of attendees of the group as applicable) the Applicant 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.
 - (n) Upon first arrival at the centre (or other site by arrangement with CYC BURLEIGH) the Applicant is required to inform the management of CYC BURLEIGH concerning same and to arrange for the Group Leader/s to meet with the Management of CYC BURLEIGH.
 - (o) Upon first arrival at the the centre (or other site by arrangement with CYC BURLEIGH), the Applicant acknowledges and otherwise agrees that management of CYC BURLEIGH will require the opportunity to conduct a short meeting with attendees of the group to complete introductions, to address the group in relation general rules and to conduct a safety briefing. The Applicant agrees that they will use their best endeavours to ensure the timely arrangement and conduct of such meeting, including but not limited to ensuring and otherwise facilitating the attendance of the attendees of the group at such meeting in accordance with any request or direction of the management of CYC BURLEIGH.
 - (p) It and the attendees of the group 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 Applicant and/ or any of the attendees of the group 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.
 - (q) It indemnifies 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 Applicant and/ or any of the attendees of the group 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) Catering is provided by CYC BURLEIGH. No self-catering is permitted by the Applicant or the attendees of the group.
 - (b) The composition of meal menus are set by CYC BURLEIGH management. Specialised meal requests (for example, medical or cultural diets, picnics, BBQs or buffet styled meals) may be arranged with the agreement of CYC BURLEIGH at the time of booking. CYC BURLEIGH notes that additional costs may apply to provision of specialized meal requests.
 - (c) The timing meal catering and provision is determined by CYC BURLEIGH management in its sole and absolute discretion.
- 5. Cleaning:**
- (a) The Applicant and/ or attendees of the group are required to keep the centre and/ or any site, facility or equipment used or utilized by the Applicant and/ or attendees of the group in a clean and tidy state at all times.
 - (b) At the conclusion of any occupancy period the Applicant and the attendees of the group are required to leave rooms in a clean and tidy state.
 - (c) The Applicant is obliged to ensure that attendees of the group keep the centre and/ or any site, facility or equipment used or utilised in a clean and tidy state at all times.
 - (d) CYC BURLEIGH reserves the right charge the Applicant a cleaning fee of \$50.00 per room, in respect of any room/s that it reasonably considers has not been left in a clean and tidy state, such determination being in CYC BURLEIGH's sole and absolute discretion.
 - (e) CYC BURLEIGH will invoice the Applicant for such costs, with payment required within 7 days of the issue of such invoice.
 - (f) The Applicant agrees to make payment of such costs.
- 6. Use of centre, site, facility and equipment to be supervised:**
- (a) The provision by CYC BURLEIGH to the Applicant and/or attendees of the group of access to, use or utilization of the centre, a site, a facility and/ or equipment is subject to a condition that the Applicant properly supervises same at all times.
 - (b) The Applicant is responsible for ensuring that attendees of the group are properly supervised whenever the

centre, a site, a facility and/ or equipment are being accessed, used and/or utilised and otherwise that such facilities and equipment are accessed, used and/or utilized safely and with due care by attendees.

- (c) CYC BURLEIGH does not provide consumables such as whiteboard markers, paper, basket balls, or other sporting equipment.
7. **Alcohol/Drugs:** Alcohol and non-prescription drugs are not permitted.
 8. **Prohibited items:** Firearms and any other weapons are not permitted.
 9. **Pets:** Pets are not permitted.
 10. **Smoking:** Smoking is permitted at CYC BURLEIGH in designated smoking areas only. Smoking in other areas is strictly prohibited.
 11. **Noise:**
 - (a) Consideration of noise levels by the Applicant and all attendees of the group 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').
 - (c) The Applicant must ensure that all attendees of the group abide with these curfew requirements.
 - (d) CYC BURLEIGH reserves the right to charge the Applicant a fee of \$500.00 in the event CYC BURLEIGH receives a noise complaint in any form which it considers in its sole and absolute discretion has arisen from or is related the behavior, conduct or activity of or by the Applicant and/ or attendees of the group that is in breach of or is otherwise contrary to the noise curfew requirements during a noise curfew period.
 - (e) CYC BURLEIGH will invoice the Applicant for such cost, with payment required within 7 days of the issue of such invoice.
 - (f) The Applicant agrees to make payment of such cost.
 12. **Beds & Bedding:** The Applicant and all attendees of the group are required to bring their own bedding (Fitted sheet, blanket or sleeping bag and pillow). Alternatively, linen packs are available by prior arrangement. CYC BURLEIGH notes that additional costs may apply if linen packs are required to be provided.
 13. **Fires:** No fires may be lit without the permission of CYC BURLEIGH Management and then only in designated areas specified by CYC BURLEIGH Management.
 14. **Flora & Fauna:** Must not be disturbed.
 15. **Breakages & Damage:**
 - (a) Must be reported immediately to CYC BURLEIGH staff.
 - (b) The costs of replacement or repair of any broken or damaged property is required to be paid for by the Applicant.
 - (c) CYC BURLEIGH will invoice the Applicant for such costs, with payment required within 7 days of the issue of such invoice.
 - (d) The Applicant otherwise agrees to indemnify CYC BURLEIGH in respect of the cost of replacement or repair of such property.
 16. **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 Applicant agrees to indemnify CYC BURLEIGH, its employees, contractors, agents and management in respect of such claims.
 17. **Adult Supervision:** Is required for of attendees of the group under 18 years of age at all times. The Applicant is responsible for providing and otherwise ensuring that appropriate adult supervision of attendees of the group who are under 18 years of age is in place at all times.
 18. **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 to adhered to. Please be considerate of neighboring properties and tenants when parking in streets surrounding the centre.
 - (c) All vehicle parking is strictly at the owner's own risk.
 19. **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 Applicant and/ or any of the attendees of the group 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.
 20. **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.
 21. **Severability:** Any provision or part provision of this Conditions of Hire which is invalid will not invalidate or affect the remaining provisions of this document.
 22. **Governing law:** This Conditions of Hire Agreement and Booking Agreement will be governed by the laws of Queensland.



Execution Section

As authorized representative of the Applicant, I now confirm that I have read, understood and accept the terms of the Conditions of Hire for and on behalf of the Applicant:

ITEM A

NAME OF APPLICANT: _____

ITEM B

NAME OF AUTHORISED REPRESENTATIVE OF
APPLICANT: _____

ITEM C

SIGNATURE OF AUTHORISED REPRESENTATIVE OF
APPLICANT: _____

ITEM D

DATE: _____

BOOKING AGREEMENT

A copy of the Conditions of Hire and this Booking Agreement must be signed and returned, and payment of deposit amount made by the Applicant to CYC BURLEIGH by **no later than** _____ otherwise this Booking Application may be cancelled, refused or declined.

Please notify CYC BURLEIGH immediately if you do not require this booking.

1. DETAILS OF APPLICANT (GROUP FOR WHOM THE AGREEMENT IS MADE)

Name of Applicant: _____
 Address: _____ Suburb: _____
 State: _____ Post Code: _____
 Phone: _____ Fax: _____
 Email: _____

2. DETAILS OF PERSON AUTHORISED TO MAKE THE BOOKING ON BEHALF OF THE APPLICANT

Name: _____
 Address: _____ Suburb: _____
 State: _____ Post Code: _____
 Phone: _____ Mobile: _____
 Email: _____
 Position with Applicant: _____

3. Purpose for which the centre, a site and/ or equipment is to be accessed, used or utilised and/or for which any service, program or activity (as applicable) is to be received or participated in by the Applicant and/ or attendees of the group (eg Church Retreat/School Excursion):

4. DATES OF OCCUPANCY & NUMBERS

- (a) Occupancy commences (date) _____ Time _____
- (b) Occupancy concludes (date) _____ Time _____
- (c) Anticipated number of people attending _____ being _____ Adults and _____ Children
N.B Your minimum number will be based on your anticipated number attending. Please be as accurate as possible.
- (d) School year level or age range _____

5. DEPOSIT REQUIRED

- (a) A deposit of \$750.00 is required to be paid (and Signed Conditions of Hire and Booking Agreement documents completed and returned) in order to confirm the booking.
- (b) The deposit can be paid by:
 - i. Cheque payable to *Christian Youth Council*; or
 - ii. Electronic funds transfer to:
 BSB: 034 238
 ACCOUNT: 295828

6. AGREEMENT

- (a) The Applicant hereby agrees that access, use or utilisation of the centre, a site, a facility, and/ or equipment and/ or participation in a service, program or activity by itself and/ or the attendees of the group will only be for purpose stated at clause 3 of this Booking Agreement and otherwise in accordance with the Conditions of Hire and this Booking Agreement.
- (b) Without limiting the obligations of the Applicant under the Conditions of Hire and/ or this Booking Agreement, the Applicant now acknowledges and agrees that:
 - i. It is required to pay all fees and charges associated with access, use or utilisation of the centre, a site, a facility and/ or equipment and/ or participation in a service, program or activity by itself and/ or the attendees of the group in accordance with the Conditions of Hire and/ or this Booking Agreement, the



- rate or amount of such fees and charges being as applicable at the time of hire;
 - ii. The management of CYC BURLEIGH has the right to cancel access, use or utilisation of the centre, a site, a facility and/ or equipment and/ or the provision or delivery of a service, program or activity to the Applicant and/ or the attendees of the group at any time should it reasonably believe (in its sole and absolute discretion) that any use or proposed use of the centre and its facilities is likely to be contrary to the Conditions of Hire, this Booking Agreement or the law.
 - iii. It accepts full responsibility for itself and attendees of the group and agrees to pay for any loss or damage caused by itself and attendees of the group;
 - iv. Full payment is required to be made to CYC BURLEIGH by the Applicant prior to first arrival at the centre (or other site by arrangement with CYC BURLEIGH). If necessary, any additional expenses incurred (extra campers, breakages etc) will be invoiced and payment will be made within 7 days.
 - v. In respect of GST: The quoted cost per person is inclusive of GST (unless stated otherwise).
 - vi. To the extent permitted by law, CYC BURLEIGH, its staff and management, 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 travel to or from and/ or access, use or utilisation of the centre, a site, a facility and/ or equipment and/ or participation in a service, program or activity by the Applicant and/ or attendees of the group.
- (c) The authorized representative stated in Item A of the Execution Section of this Booking Agreement warrants that they are duly authorized and lawfully able to execute this Booking Agreement for and on behalf of the Applicant and the attendees of the group and does so jointly and severally.
- (d) Privacy Act: CYC BURLEIGH gives assurance that any personal information including medical details gathered by CYC BURLEIGH, or provided by the Applicant, will remain confidential and will only be used for the purposes for which it was collected.

Execution Section

As authorized representative of the abovenamed Applicant, I now confirm that I have read, understood and accept the terms of the Conditions of Hire for and on behalf of the Applicant:

ITEM A

FULL NAME OF AUTHORISED REPRESENTATIVE OF
APPLICANT: _____

ITEM B

SIGNATURE OF AUTHORISED REPRESENTATIVE OF
APPLICANT (FOR AND ON BEHALF OF APPLICANT): _____

ITEM C

DATE: _____