

# Sport and Recreation Centres

# General Terms and Conditions for Schools

## 1 Definitions

**'Activities'** means any recreational activities taking place at the Centre and run by the Centre not including Free Time;

**'Authority'** means any government, statutory, public or other authority or body having jurisdiction over the Centre and/or the Equipment or any person, matter or thing relating to the Centre;

**'Booking'** means a request for accommodation, Activities and other Services to be provided by the Centre received from a School;

**'Confirmed Booking'** has the meaning outlined in clause 5.5

**'Centre'** means a Sport and Recreation Centre run by Communities NSW;

**'Centre Manager'** means the general manager of a Centre;

**'Claim'** means any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement;

**'Commencement Date'** means the School's date of arrival in accordance with the Booking;

**'Cost'** includes any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid);

**'Departure Date'** means the School's date of departure;

**'Equipment'** includes all fixtures, fittings, furniture, appliances, crockery, cutlery, glassware, cooking utensils and things supplied by the Centre or owned by the Centre or otherwise owned or supplied by the Centre as part of the Stay in consideration of the Fee;

**'Facilitator'** means an organisation arranging Bookings for Schools;

**'Fee'** means the total amount due to the Centre for the provision of Activities and Services, inclusive of taxes and damages as outlined in clause 15(b);

**'Free Time'** means time during which the Students are not engaged in any Activities;

**'Government'** means the Government of New South Wales;

**'Persons under the School's Control'** includes Students and the School's employees and other occupiers claiming by through or under the School and any other person in or about the Centre at any time at the request or invitation of or under the control or direction of the School or the School's employees and where the context permits any of them;

**'Security Deposit'** means 10% of the total Fee or \$1,000 whichever is less;

**'School'** means an educational establishment providing full-time education and includes Persons under the School's Control and Facilitators;

**'Services'** means services provided by the Centre including but not limited to the provision of accommodation, food and beverages;

**'Stay'** means the duration of the School's stay pursuant to the Confirmed Booking;

**'Student'** means a person who is in full-time education up to and including year 12.

**'Website'** means [www.dsr.nsw.gov.au](http://www.dsr.nsw.gov.au)

## 2 Terms and conditions of contract

2.1 This document sets out the terms and conditions upon which the School and the Centre contract for the provision of Services and Activities. Please refer to clause 5.5 for further information.

## 3 School Groups

3.1 The Centre accepts school groups of 20 Students or more. Groups of less than 20 Students may be accepted at the Centre's discretion.

## 4 Accompanying Teachers and/or Accompanying Adult Supervisors

4.1 The School must ensure:

- a minimum Student/teacher and/or accompanying adult supervisor ratio of one teacher or accompanying adult supervisor for every 20 Students;
- a sufficient number of male/female teachers and/or accompanying adult supervisors to ensure appropriate cabin/room supervision.

4.2 For every 20 Students, one accompanying teacher and/or adult supervisor responsible for these Students shall be entitled to free accommodation and meals.

4.3 The School may at the discretion of the Centre Manager bring additional accompanying teachers and/or accompanying adult supervisors to the Centre. Each additional accompanying teacher and/or adult supervisor may, at the Centre's discretion, be entitled to:

- subsidised accommodation; and
- subsidised meals.

## 5 Bookings and Security Deposit

5.1 Any Booking must be received by the Centre in writing and signed by both the organising teacher and the school principal. In the event of a Booking being made by a Facilitator, it must be signed by a person with authority to contract on the Facilitator's behalf.

5.2 If the date(s) requested in the Booking are available, the Centre will reserve the date(s) as a tentative booking and a tax invoice for the Security Deposit will be issued to the school that made the Booking.

5.3 The invoice for the Security Deposit must be paid within 21 days from the date of issue. No other invoice or statement will be issued for the Security Deposit. If the invoice is not paid within 21 days the tentative booking will be removed and the requested dates will be made available for other bookings.

5.4 If the Booking is made 21 days or less before the Commencement Date the Security Deposit must be paid immediately and the Booking will remain a tentative booking until the Security Deposit is received by the Centre in clear funds.

5.5 The tentative booking will become a Confirmed Booking at the time the Centre has received the Security Deposit in clear funds. At the time the tentative booking becomes a Confirmed Booking a contract will be established between the parties and the parties will be bound to these General Terms and Conditions for Schools.

5.6 If the Security Deposit has not been received by the Centre in clear funds, the Centre is entitled to cancel the Booking immediately, at any time, in its sole discretion.

## 6 Variations to Bookings

6.1 Prior to the date being three months before the Commencement Date, the number of Students, teachers and/or accompanying adult supervisors must be confirmed by the school and received in writing by the Centre. If a written confirmation is not received

by the Centre, prior to the date being three months before the Commencement Date, the Centre will apply the number of Students, teachers and/or accompanying adult supervisors as outlined in the Booking.

6.2 If a Booking is made within the three month period prior to the Commencement Date, the number of Students, teachers and/or accompanying adult supervisors is confirmed as being the number outlined in the Booking.

6.3 The Centre will endeavour to accommodate any increase in the total number of Students, accompanying teachers and/or accompanying adult supervisors subject to availability of spaces.

6.4 Within the three month period prior to the Commencement Date, if there is a reduction in the number of Students in excess of 10% of the confirmed number, as outlined in 6.1 and 6.2 above, the School will incur a cancellation fee as set out in clause 11.2.

## 7 Cancelling Bookings

7.1 If the Confirmed Booking is cancelled in its entirety, the School will incur a cancellation fee as set out in clause 11.3. The cancellation fee may be reduced or waived at the discretion of the Centre Manager as set out in 11.1 (b).

## 8 Summary of information to be provided by the School

8.1 The School shall provide the Centre with the following information:

- Three (3) months prior to the Commencement Date the School must provide the Centre with written confirmation of their total participant numbers. – see clauses 6.1, 6.2 and for further information.
- Three (3) weeks prior to the Commencement Date the School must provide the Centre with an email that attaches the completed Participant Summary File, to the Centre.
- Fourteen (14) days prior to the Commencement Date the Centre must receive the following information:
  - completed Medical & Consent form – Child for each participating student;
  - completed Medical & Consent form – Adult for each accompanying adult supervisor.

Please refer to the Website to obtain a copy of the Participant Summary File and Medical and Consent forms.

8.2 The Centre shall have the right to deny access to the Centre to any person in respect of whom this information has not been supplied.

8.3 If the Centre denies access to a Student in accordance with clause 8.2, the School agrees that it is responsible for the supervision and safety of any such Student.

## 9 Activities

9.1 Subject to clause 9.2 all Activities will be supervised and instructed by Centre Staff, school staff or contractors engaged by the Centre.

9.2 School staff are not permitted to provide instruction in relation to any Activity unless prior permission by the Centre Manager has been granted. Any instruction by School staff will be carried out at the School's sole risk and the Centre and the Government accept no liability whatsoever in relation to the instruction. Permission for School staff to instruct may be withheld at the Centre Manager's discretion.

9.3 In making his or her decision, the Centre Manager may request any information in relation to the proposed School instructor from the School he or she deems relevant. This information may include but is not limited to qualifications and experience of the School staff.

9.4 Any decision of the Centre Manager in accordance with clauses 9.2 and 9.3 shall be final and not subject to review.

## 10 Payments

10.1 On or after the Departure Date, the Centre will send a tax invoice to the School, showing the amount of deposit paid and the balance of the Fee.

10.2 The invoice referred to at 10.1 must be paid within 21 days from the invoice date. ,

10.3 All payments must be effected by School cheque or electronic transfer.

10.4 Payment must be effected in a maximum of two instalments:

- Deposit; and/or
- balance of Fee.

## 11 Cancellation of Booking

11.1 Cancellation of a Confirmed Booking by School

(a) If the School cancels a Confirmed Booking for any reason whatsoever, it will forfeit any Security Deposit paid in respect of that Booking. In addition, a cancellation fee as set out in clause 11.3 may be payable by the School for the Fee due as at the time the cancellation is made. For the avoidance of doubt, the Fee to be applied will be calculated as follows:

- if the School has not provided the Centre with the written confirmation of numbers as outlined in Clause 8.1(a), the Fee will be calculated by applying the number of students outlined in the Booking.
- If the school has provided the Centre with the written confirmation of numbers as outlined in Clause 8.1(a), the Fee will be calculated by applying the number of students outlined in the written confirmation.

(b) In extenuating circumstances or if the cancelled booking has been filled by another School the Centre Manager may, in his/her sole discretion, agree to reduce or waive the cancellation fee.

(c) Any cancellation must be in writing and received by the Centre at the address set out in the tax invoice.

11.2 Variation to the Confirmed Booking by School

If within the three month period prior to the Commencement Date the School makes a variation to the Confirmed Booking which results in a reduction in the confirmed number of Students, as outlined in clauses 6.1 and 6.2, in excess of 10%, the School will still be required to pay the Centre 90% of the Fee applicable to the confirmed number of students. For the avoidance of doubt, this means that if, for example, the school confirms that 100 students will be attending and within three months of the Commencement Date, it varies that number to 70 students then the school will still be required to pay

the full fee for 90 students. In extenuating circumstances the Centre Manager or Program Coordinator may, in his/her sole discretion, agree to reduce or waive this type of cancellation fee.

#### 11.3 Cancellation fee applicable to a Confirmed Booking

The cancellation fees set out in the table below will apply if a Confirmed Booking is cancelled in its entirety. If this is the case, the percentage cancellation fee will be applied to the total Fee.

<b>Booking cancellation</b> (Number of days prior to commencement date)	<b>Cancellation fee</b> (% of total Fee per User)
181 days and over	Deposit only
121 days to 180 days	25% of Fee
61 – 120 days	50% of Fee
31 – 60 days	75% of Fee
Up to 30 days	100% of Fee

#### 12 School's use of the Centre

- 12.1 At the time of there being a Confirmed Booking, the School will be permitted to use and/or occupy the Centre and/or use the Equipment and/or be provided with Activities during the Stay as set out in the Booking and/or the program description.
- 12.2 This Agreement terminates on the earlier of:
- the Departure Date; or
  - the date on which this Agreement is terminated in accordance with these terms and conditions.
- 12.3 Any right of the School to use and/or occupy the Centre and/or use the Equipment terminates at the end of the last day of the School's Stay unless it is terminated prior in accordance with clauses 18 and 19.

#### 13 General Conditions of Use

- 13.1 The Department's Centres are used by people of all ages and from all backgrounds. Schools must ensure that the behaviour of Persons under the School's Control is not offensive to other Centre users.
- 13.2 The School must use and/or occupy the Centre and/or use the Equipment solely as agreed with the Centre and for no other purpose.
- 13.3 The School may enter the Centre only during the Centre's opening hours or as otherwise agreed by the Centre Manager.
- 13.4 The School will carry out all activities in or on the Centre in a responsible, proper and orderly manner and will not permit or suffer to be done in or about the Centre any act, matter or thing which may injure or tend to injure the reputation of the Centre or the Government.

#### 14 School's Obligations

- 14.1 Restrictions
- The School must not:
- permit a hazardous, immoral, noxious, offence or unlawful thing in the Centre including causing any annoyance, nuisance, damage or injury to or unlawful interference with any person or property;
  - permit teachers and/or adults who have primary care responsibility to consume any alcohol;
  - carry out any activity that is defamatory to any person or organisation;
  - permit any of the Equipment supplied by the Centre to be removed from the Centre;
  - permit any alcohol to be brought into licensed areas of the Centre;<sup>1</sup> and
  - record images of persons unaffiliated to the School, unless their written consent has been obtained and, in the case of minors, the consent of their legal guardians.

#### 14.2 Requirements

The School must:

- comply with all applicable legislation and all requests by the Centre in connection with the Confirmed Booking;
- where smoking is permitted under the School's policy, only smoke in designated areas;
- subject to 14.1(b) where consumption of alcohol is permitted under the School's policy, alcohol must be consumed responsibly;
- if necessary obtain at its own expense all relevant Authority permits, licences, consents and approvals which are required for:
  - the School's intended use of the Centre and/or Equipment and/or any other thing used; and/or
  - any person using and/or operating any such Equipment or thing, in connection with the Activities carried out in, on or near the Centre.
- give the Centre a copy of each notice concerning the School's use of the Centre that it receives under any legislation or from any Authority; and
- give the Centre prompt notice on becoming aware of any defect or damage to the Centre and/or Equipment or any other property, or injury or death of any person on or near the Centre.

<sup>1</sup>Jindabyne Sport and Recreation Centre and Sydney Academy of Sport and Recreation only.

#### 15 Duty to reimburse Centre for damage/loss

The School must:

- leave the Centre and/or the Equipment in a tidy, safe and proper condition and to the reasonable satisfaction of the Centre; and
- at the Centre's reasonable demand pay for any damage to the Centre and/or Equipment or other items supplied by the Centre which at any time during the Stay may be found to be missing or damaged beyond repair or destroyed, and any replacement will immediately become the property of the Centre.

#### 16 Provision of Staff Services/Group Sizes

- 16.1 The Centre may provide additional staff services (eg additional supervisors) to the School upon written request by the School, at a fee determinable by the Centre in its absolute discretion. The fee for the provision of such services must be paid to the Centre at a time and in a manner specified by the Centre.
- 16.2 The instructor/student ratio for Activities is generally 1:32.

#### 17 Child Protection

- 17.1 The School warrants that it is aware of its obligations under NSW Child Protection Legislation and specifically the *Commission for Children and Young People Act 1998* and that it will comply with the obligations imposed in all respects.

#### 18 Termination

- 18.1 If for any reason whatsoever the Centre is not able to accommodate the School, it may terminate the Confirmed Booking prior to the Commencement Date by giving the School one (1) week's written notice.
- 18.2 If the Confirmed Booking is terminated under clause 18.1:
- the School will be reimbursed any Deposit or Fee paid; or
  - the Centre will endeavour to place the School at another Centre which has a sufficient number of places available

#### 19 Default

- 19.1 If the School breaches any of the terms of these General Terms and Conditions for Schools, the Centre may issue a written notice of default giving particulars of the School's conduct giving rise to the default.
- 19.2 If the School does not remedy its default immediately on the date of the written notice of default, the Centre may terminate the Confirmed Booking by giving the School one (1) day's notice in writing.
- 19.3 In the event the Centre considers there to be a serious breach of these General Terms and Conditions for Schools by the School, including but not limited to breach of clause 14.2(a), the Centre may, in its sole discretion, terminate the Confirmed Booking with immediate effect.
- 19.4 If the Confirmed Booking is terminated pursuant to this clause 19, any Security Deposit or Fee that would have been payable by the School but for the termination will remain payable and will become due as if the breach and subsequent termination had not occurred.

#### 20 Insurance

- 20.1 Insurance Policy
- The School must keep current during the Stay:
    - adequate occurrence based public liability insurance;
    - worker's compensation insurance;
    - insurance against any other risk the Centre may reasonably require.
  - The School's insurance cover specified in (a) above must include cover for any accompanying adults or other volunteers brought to the Centre by the School;
  - The School must pay all premiums and other money payable in respect of any policy whenever they are due and payable.
  - In respect of any policy of insurance to be effected by the School under this clause 20, whenever required by the Centre, the School must give to the Centre a copy of the insurance policy and certificate of currency.
- 20.2 Effect on Centre's Insurances
- The School must not do anything to or on or in the Centre or on or to the Equipment which will or may prejudice any insurance policy of the Centre.

#### 21 Liability

- 21.1 Save in the event and to the extent of the Centre's negligence, the Centre, Government and their servants and agents will not be liable for any loss the School or any Person under the School's Control occupying and/or using the Centre and/or the Equipment and/or engaging in any Activities whether at the Centre or elsewhere may incur or any Claim the School or those persons may make in respect of or which arises as a result of or in connection with the Stay.
- 21.2 Indemnities
- Save in the event and to the extent a Claim arises as a result of any wilful or negligent act or omission or any breach of these General Terms and Conditions for Schools by the Centre, the School shall indemnify and keep indemnified the Centre and the Government from and against all Claims whatsoever and whenever brought, prosecuted or made against the Centre for which the Centre or the Government of will or may be or become liable including before, during or after, or arising from or as a result of, the Stay.

#### 22 Cost

- 22.1 The School must on demand reimburse the Centre for and keep the Centre indemnified against all expenses including Cost and disbursements incurred by the Centre in connection with the enforcement, attempted enforcement or preservation of any rights of the Centre under these terms and conditions and all fines and penalties payable in respect of or in connection with these terms and conditions or any variation of these terms and conditions.

#### 23 Changes, Responsibility and Further Conditions

- 23.1 Any information in respect of goods and services offered, including but not limited to prices, is subject to alteration or withdrawal without notice and the Centre reserves the right to alter, amend, cancel all or any arrangements, including pricing, accommodation, tours and/or packages until a Security Deposit as set out in clause 5.3 has been received.
- 23.2 The Centre shall not be liable or responsible for any failure in the performance of its obligations if such failure is caused by a cause beyond its reasonable control including but not limited to Government restrictions, riots, civil commotion, wars, insurrections, floods and fires and will not require the School to make payment for the Fee in respect of the service or part of the service it was prevented from performing.
- 23.3 Regardless of clause 23.2, unfavourable weather conditions do not constitute a failure of the Centre to fulfil its obligations and do not entitle the School to any refund.

#### 24 General

- 24.1 Notices
- 24.1.1 Any notice given in connection with these terms and conditions must be in writing and may be left at; sent by facsimile; or sent by pre-paid security post and addressed to a party at:
- its registered office; or
  - its principal place of residence; or
  - its business for the time being; or
  - such other address as may be notified for the purpose of the service of notices or sent by email to an employee of the Centre.
- 24.1.2 A notice is deemed to have been given:
- on the date on which it is left;
  - in the case of a notice being sent by facsimile, at the time of dispatch; and
  - in the case of a notice being sent by post, three (3) Business days after the day of posting
  - in the case of an email, at the time the email is received by the Centre's employee.
- 24.2 No Waiver
- Failure or omission by the Centre at any time to enforce or require strict or timely compliance with any provision of these terms and conditions will not affect or impair the Centre's right to avail itself of any remedy it may have in respect of any breach of these terms and conditions.