

TERMS & CONDITIONS (Y CAMPING)

These terms and conditions of hire are for all forms of facility hire including casual one-off hire or recurring hire of YMCA facilities by individuals, community groups, church groups, school groups, associations or businesses wishing to conduct small functions, business or organisational activities of a commercial nature such as corporate training, social enterprise activities or events.

We ask that the Hirer read and understand the TERMS AND CONDITIONS OF HIRE to ensure the Hirer's use of the YMCA is safe, efficient and compliant with the terms of the Agreement.

1. Advertising / Promotional material

- 1.1 Any signage or promotional material for advertising the Hirer's service must be approved by the YMCA.
- 1.2 As a guide, the YMCA will not approve advertising that:
 - a) might imply the YMCA are involved or endorse the matter/program advertised;
 - b) refers to the premises other than to show the location of the venue; and
 - c) is in the sole opinion of YMCA, objectionable or inappropriate

2. Alcohol and Smoking

- 2.1 Alcohol may not be served or consumed at the venue or on the grounds without prior approval from the YMCA and without an appropriate liquor permit or licence.
- 2.2 Smoking is not permitted within camp grounds. Smokers may smoke outside the front gates.

3. Animals and Pets

- 3.1 All animals are prohibited in the facility unless prior approval has been granted by the YMCA.
- 3.2 Assistance animals are permitted and relevant documentation verifying the status as an assistance animal may be requested by the YMCA.
- 3.3 To ensure a safe and comfortable environment for others, all animals must be in good health (including free from fleas), be well trained or remain under control and not disrupt other facility activities.
- 3.4 The Hirer must promptly attend to and appropriately clean up after any sickness or accidents by animals.
- 3.5 The Hirer shall be responsible for any professional cleaning or repair costs incurred by the YMCA as a result of damage caused by animals.
- 3.6 The Hirer shall be responsible for any and all costs associated with any injury or illness caused by animals.

4. Booking Times and Cancellations / Modifications / Terminations

- 4.1 Hirers shall adhere to booking times and dates as outlined in the **Camp Proposal**.
- 4.2 Bookings must be inclusive of time required for set-up, pack-up etc.
- 4.3 Hirers are responsible for vacating cabins by 9am on day of departure unless an alternate time has been agreed. Should your group continue beyond the agreed time stated, an extra charge may apply.
- 4.4 Tentative Bookings – Tentative bookings will be held, upon receipt of an application form for a period of 28 days, thereafter dates may be offered to other client groups. Bookings will be confirmed upon receipt of the booking deposit.
- 4.5 Booking Numbers - The minimum booking charge is for 40 people. Please notify YMCA of any changes to booking numbers as soon as possible. You will be billed for the final numbers as submitted via the Venue Life portal prior to booking. An increase to booking numbers will be accepted subject to availability. The 'minimum numbers' noted on the initial **Camp Proposal** document represents the minimum charge for booking. Please ensure booking numbers are realistic to avoid unforeseen expenses.
- 4.6 Cancellation Fees – Percentage of Expected Fee:
 - a) Cancellation more than 6 months before booking commencement forfeit deposit unless deposit is transferred to an alternate date within 6 months of the initial booking date.
 - b) Cancellation within 90 days of booking - 25% of expected total fee
 - c) Cancellation within 60 days of booking - 50% of expected total fee
 - d) Cancellation within 30 days of booking - 70% of expected total fee
- 4.7 Modification of Booking - If a booking requires modification (change of day, time or hire area), a request must be given in writing (email). Such a request does not represent a guarantee of change, and the YMCA will accommodate the requested change subject to availability. If no notification of change of usage is received then the Hirer will be charged as per the **Camp Proposal**.
- 4.8 The YMCA reserves the right to immediately cancel, reject or alter bookings if they are deemed dangerous, is not consistent with goals, objectives or values of the YMCA.
- 4.9 The YMCA retains the right to immediately cancel this Agreement at any time, should the Hirer breach any clause contained therein.

5. Data Collection and Privacy

- 5.1 The Hirer must provide participant information via the Venue Life portal at least 7 days prior to booking.
- 5.2 The Hirer may tailor the data collection method however at a minimum must collect the following information:
 - a) First Name
 - b) Surname (the first letter of each participants surname is sufficient)
 - c) Gender

- d) Dietary Needs
- e) Medical History (relevant medical history for illness or injuries which may impact the participants ability to participate in an activity. YMCA do not require participant’s complete medical history)
- f) Complex Behaviours (any behavioural or learning issues which may impact participation in activities).

The YMCA acknowledges and respects privacy of all individuals. The information is collected to inform YMCA staff, applicable third parties and contracted service providers so activity delivery may be altered and dietary requirements adhered to. You have the right to access and alter personal information concerning yourself in accordance with the Commonwealth Privacy Act (Amended 2001) and YMCA Privacy Policy.

6. Cleaning and Repair

- 6.1 The Hirer must maintain the premises in a clean and tidy condition and upon cessation of the hire remove all personal property, decorations and equipment (including Blu-Tack).
- 6.2 The Hirer must report to YMCA Management as soon as practical any damage, loss or fault to YMCA facilities, fittings or equipment, including any keys provided to the facility.
- 6.3 The Hirer is responsible for, and must promptly pay, the costs of any additional cleaning, repairs or replacement costs as a result of the facility being left in an untidy condition, loss or damage caused as a result of the Hirers use of the facility including that caused by any third party involved in the hire, replacement of keys, or for any breaches of this Agreement. The Hirer must pay these costs before hiring the facility again.

7. Conduct and Behaviour

- 7.1 The Hirer, their participants and any other third party engaged by the hirer must abide by the **YMCA Standards of Conduct for Hirers, Lessees and Licensees**.
- 7.2 The Hirer is responsible for the conduct of their participants and any other staff or third party engaged by the Hirer.
- 7.3 Children must be supervised at all times. The Hirer must provide at least one responsible adult to supervise during scheduled activities.
- 7.4 The YMCA encourages access for all people. If any individual or group is not abiding by the facility’s general conditions of use, or through their behaviour limits the enjoyment of others, the YMCA reserves the right to eject them from the facility.

8. Compliance with Laws

- 8.1 The Hirer must, in its use of the Premises, ensure compliance with all applicable laws, statutes, ordinances, orders or requirements of relevant council or statutory authorities.

9. Declared Public Health Emergencies

- 9.1 The Hirer shall ensure they are informed of and remain in compliance with any and all relevant Public Health Directions issued by the Queensland Government that may be in force from time to time.
- 9.2 Any financial penalty imposed on the YMCA as a result of Hirer non-compliance with in-force Public Health Directions, including non-compliance by participants / attendees, will be recovered from the hirer by the YMCA.
- 9.3 Where the YMCA or the Hirer is unable to deliver, or attend a booking, as per the confirmed booking due to Government border or lock down restrictions, no penalty will apply. The booking will be rescheduled for an alternate date. Where a suitable date is not available in the following twelve (12) months, a full refund of the booking deposit amount will be provided. The fee for any individual who, after the final confirmation of booking numbers, is unable to attend due to COVID related illness, will be waived upon provision of a valid medical certificate. Where a reduction in booking numbers results in less attendees than the minimum group size, the minimum group size charge will apply.

10. Equipment

- 10.1 The YMCA may, if space is available and in its absolute discretion, permit the storage of equipment at the facility and may incur an additional fee.
- 10.2 The Hirer shall ensure all equipment used in the provision of services shall be fit for purpose in good and safe working condition.
- 10.3 When the Agreement ends, the Hirer must remove all the Hirer’s property from the Premises.
- 10.4 Use of YMCA equipment will be at the discretion of the YMCA and may incur additional fees.
- 10.5 The Hirer must notify the YMCA as soon as it is discovered that an item of equipment is faulty or not working. This could be done in person, via email or phone as soon as practical during or after the booking.
- 10.6 The Hirer may only move furniture in the premises with the consent of the YMCA and the Hirer must return the furniture to the original place at the end of each hire. The Hirer must stack / store all furniture and equipment in a safe manner.
- 10.7 Fixtures and fitting are not to be interfered with without prior approval of the YMCA. Any changes permitted must be returned to their original state at the end of the hire Agreement.

11. Facility Induction

- 11.1 The YMCA shall provide the Hirer with a facility orientation and induction, including but not limited to:
 - a) location of facilities and area of hire
 - b) accessible / prohibited areas
 - c) appropriate use / operation of specific equipment
 - d) parking arrangements
 - e) emergency response procedures and location of first aid kit
 - f) health and safety requirements

g) safeguarding children responsibilities

11.2 The Hirer must ensure that at least one worker in attendance at all times during the hire has undergone orientation and induction.

12. Facility Maintenance

12.1 The YMCA may enter the hired area to inspect or carry out necessary maintenance or repairs, at any reasonable time and with reasonable notice. In entering the hired area, the YMCA shall take reasonable care to minimise disturbance or disruption to the Hirer's use of the area. In the event of an emergency, the YMCA may enter at any time without notice.

12.2 The YMCA must, wherever practicable, give the Hirer notice of any proposed repairs, maintenance or building works to the Premises and, in carrying them out, seek to minimise any disruption to the Hirer's use of the Premises.

13. Facility Use

13.1 The Hirer must satisfy themselves that the area and facilities are suitable for their needs, including the provision or availability of any equipment or resources.

13.2 Camp Warrawee - The Hirer does not have exclusive use of the facility. The Hirer has the right in common with YMCA and all other occupiers of the premises to use common areas (Jack Harris Hall, Dining Hall, Noonameena Hall) and assigned cabin accommodation. A Program will be developed to allocate common areas for use.

13.3 North Pine Lodge - The Hirer has exclusive use of the facility.

13.4 Access to the facility is strictly limited to the hours and areas booked in accordance with this Agreement, unless alternative arrangements have been made with the YMCA. Additional fees will be payable, or the booking may be cancelled in the event the Hirer accesses or uses the facility outside booking hours or agreed areas. Pre-booking access may be arranged with the YMCA by appointment.

13.5 The Hirer shall not obstruct in any way corridors, passages, halls, elevators, fire stairways or exits relating to the buildings.

13.6 The Hirer shall not leave any doors or windows open or unlocked when the premises are unoccupied.

13.7 The Hirer must not make any additions or alterations to the facility, fittings or equipment without prior written approval of the YMCA.

13.8 The YMCA reserves the right to refuse admission to any person or persons, to control access to and from the premises and to control opening and closing times of the facility.

13.9 Non-marking rubber soled shoes only permitted on court surfaces.

14. First Aid and Emergency Procedures

14.1 The Hirer shall ensure appropriate first aid is available for their attendees.

14.2 Where a hire will occur outside of the facilities normal operating hours and no staff will be on-site, the YMCA will provide the Hirer with information on the facility's emergency evacuation procedures and out of hours contacts and may permit the use of the YMCA first aid kits.

14.3 The Hirer must ensure a '**YMCA Incident Report**' is completed for any injury or incident that takes place at the facility and is provided to the YMCA as soon as possible after the incident occurs.

15. Fees and Payment

15.1 Fees payable and payment requirements are specified in **Camp Proposal**.

15.2 The Hirer must pay the balance of charges prior to the commencement of the booking less the booking deposit amount. Any variations to final charges will be invoiced post booking and are to be paid within 7 days.

15.3 Prices (provided by way of a **Camp Proposal, Quotation** or a **Price List**) are subject to change to the prices in effect at the time of delivery. YMCA reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, the Hirer will be notified and afforded an opportunity to confirm.

15.4 No fee reduction is given if an activity or booking concludes earlier than anticipated.

15.5 The YMCA reserves the right to apply a 'bond' where necessary.

15.6 The YMCA reserves the right to charge a Hirer for any debt collection fees incurred as a result of non-compliance with fees payable as per the terms and conditions.

16. Fundraising / Sales

16.1 Selling of food/drink is not permitted by the hirer without prior written approval from YMCA management.

16.2 The sale of items by the Hirer as fundraising activities is acceptable by management provided it does not directly compete with products or services already offered by the Centre or its Hirer.

17. Indemnity and Liability

17.1 The Hirer uses the facilities (including storage facilities), and equipment at the YMCA at its own risk and agrees to indemnify and hold harmless the YMCA, its employees, contractors, officers and agents against any and all losses and liabilities brought against the YMCA, including those brought by a third party, caused or contributed to by any negligent act or omission or wilful misconduct of the Hirer, its officers, employees or agents, or any breach by the Hirer of its obligations under this Agreement, or breach of any statute or regulation by the Hirer, its officers, employees or agents and in respect of death or bodily injury, illness or adverse change in medical condition or state of health to any person, damage to third party property or damages, fines or penalties.

17.2 The YMCA shall not be liable in tort (including negligence), contract (including fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty, for any personal injury (including death) and any loss of or damage to any motor vehicle, chattel or thing of the Hirer which have been left at the facilities of or stored at the YMCA whatsoever and howsoever caused.

17.3 The Hirer acknowledges that whilst all reasonable care and skill may be taken by the YMCA to ensure safe equipment, facilities and provision of service, participation in any physical activity involves inherent dangers and risk of injury or ill-health, including but not limited to a range of personal injuries or illnesses which may be serious and may have temporary or permanent impact on a participant's quality of life.

17.4 Subject to Clauses 17.1, 17.2 or 17.3, the Hirers liability under any indemnity is diminished proportionally to the extent that the YMCA or its employees or volunteers breach the Hire Agreement or cause or contribute to any negligence causing the liability, claims, damage, loss, costs or expenses to you.

18. Insurance

18.1 All associations and commercial bookings must, for the term of this Agreement, hold public liability insurance policy which will indemnify the YMCA in case of any claims arising out of the use of the centre. Minimum cover required is \$10,000,000 (ten million dollars) for any individual claim which may be made.

18.2 The Hirer must provide the YMCA with a Certificate of Currency or other evidence of current insurance, and provide the YMCA with updated evidence in the event the policy expires during the term of the Agreement.

18.3 The YMCA will maintain a Public Liability insurance policy on usual terms in respect of the Premises for at least \$10,000,000.00 for any one event with a reputable and substantial insurer. This may be by way of a general public liability policy in respect of a number of premises in more than one location.

19. Keys

19.1 Where keys are required, the Hirer is responsible for the safe collection and prompt return of keys to the YMCA.

19.2 Keys are not to be copied.

20. Notices

20.1 A notice, request, consent, approval or other communication (each a notice) to be given by either party to the other party must be in writing. This includes regular mail or email.

21. Nuisance and Noise

21.1 The Hirer shall conduct its activities so as not to cause any nuisance, annoyance or inconvenience to the YMCA or the other occupiers of the facility or the surrounding buildings.

21.2 Any breach of noise regulations or complaints may result in cancellation of the Hirers future bookings. All amplified noise should cease by 9.30pm.

22. Period of Agreement

22.1 The Agreement starts on the Commencement Date and continues until the Expiry Date as indicated on **Camp Proposal** document.

23. Permitted use

23.1 The Hirer must only use the facility for the Permitted Use as per the Program provided.

24. Photographic recording equipment

24.1 The Hirer must inform the YMCA of any intention to use photo or video recording equipment within the premises.

24.2 Use of any photo or video recording equipment must be approved by the YMCA.

24.3 Approval may be dependent upon permission from others within the facility.

25. Public Holidays

25.1 Please note that the facility may be closed on public holidays or operate for restricted trading hours; please check with YMCA Management for exact times.

26. Qualifications

26.1 All staff and volunteers of the Hirer must be appropriately qualified and trained to conduct their activity, in conjunction with industry peak bodies, best practice and Working with Children Checks (where required). Proof of staff/volunteer qualifications may be requested by YMCA management.

25. Safeguarding Children and Young People

25.1 The YMCA is committed to the safety of children and young people in all of our facilities. The YMCA's safeguarding practices are externally reviewed by the Australian Childhood Foundation to ensure the highest level of safety for the children and young people in our care. For hires involving children the Hirer must:

- a) Supply the YMCA with a list of current staff and volunteers who will be working at YMCA sites, along with a copy of their Blue card and their valid Blue Card/Exemption Card information including expiry dates and Appendix A to this Agreement must be completed.
- b) Inform YMCA regarding any changes to a staff /volunteer's Blue Card Status, and each time there are changes to staff or volunteers.
- c) Inform YMCA within **24 hours** of becoming aware of any reports or allegations of serious child abuse or neglect that involves the Hirers or YMCA staff or volunteers.
- d) Maintain a record of all staff, volunteers and participants attending the site, for access by the YMCA, if required.
- e) The hirer (or hirers workers) shall maintain line of site to children at all times except when children attend the toilet.

- f) The Hirer shall ensure they, and all their workers are aware of and comply with the **YMCA Standards of Conduct for Hirers, Lessees and Licensees** and be guided by the YMCA Safeguarding Safe Behaviours Code of Conduct as posted on display at the centre.

26. Safety and Risk Management

- 26.1 The Hirer must abide by all requests made by the YMCA staff in the interests of the health, safety and enjoyment of other facility users.
- 26.2 The YMCA will ensure that the facility and equipment provided to the Hirer are fit for purpose.
- 26.3 The Hirer must assess and satisfy themselves on the suitability and condition of the facility and all fittings and fixtures which will be used prior to use.
- 26.4 The Hirer must not bring or permit any flame, candle, explosive, fuel, pyrotechnic, flammable or hazardous substance or any dangerous weapon to be brought into or used on the Premises.
- 26.5 If the risk posed by the activity of Hirer is considered unacceptable by the YMCA in its absolute discretion, the booking will not be accepted.
- 26.6 The Hirer is requested to screen participants prior to occupancy for any obvious signs of illness. Participants who have had nausea, vomiting and/or diarrhea in the 48 hours prior to the booking must not attend.

27. Subletting

- 27.1 Allocated booking dates may not be on-sold or sub-let to other parties.

28. Survival of provisions

- 28.1 A provision of this Agreement that has not been met at the time of expiry, or can have effect after that date, continues to apply after the Agreement ends.

29. Variations

- 29.1 A change to this agreement is effective only if it is in writing and signed or otherwise confirmed by both parties.

AGREEMENT AND EXECUTION

Payment of the booking deposit by the Hirer constitutes agreement to hire the facilities and equipment as per the provided **Camp Proposal** and Terms and Conditions. The Hirer confirms they:

- have read and understood all **Terms and Conditions of Hire** of this facility booking and agree to use the facility in accordance the conditions contained in this agreement.
- agree to be responsible for ensuring that all individuals or groups using the premises in association with their booking shall comply with the **Terms and Conditions of Hire** and the **YMCA Standards of Conduct for Licensees, Lessees and Hirers**.
- understand that any safeguarding children incident or concerns that may be seen, heard or felt must immediately be reported to YMCA staff.
- understand that breach of these **Terms and Conditions of Hire** may result in cancellation of the booking or additional costs being incurred by the Hirer.
- authorise the YMCA staff to obtain medical and/or ambulance assistance in the case of an accident or emergency involving the applicant and I agree to bear all costs thereby incurred.
- confirm they have authority to execute this agreement.