

Redlands High Country Campus Terms and Conditions of Hire

1. Interpretation

1.1 In these Terms and Conditions of Hire:

"Agreement" means the agreement formed between Redlands and the Hirer comprising these Terms and Conditions of Hire, any attachments to the Terms and Conditions of Hire and the Booking Form.

"Booking Form" means the booking form completed and signed by the Hirer setting out specific hire details in respect of the Hirer, to which these Terms and Conditions of Hire are attached.

"Campsites" means any outdoor camp ground which has been assigned to the Guests for their use and **"Campsite"** has the corresponding meaning.

"Caterer" means a caterer engaged by the Hirer from Redlands nominated caterer list.

"Civil Liability Act" means the *Civil Liability Act 2002* (NSW) in force and as updated from time to time.

"Deposit" means the deposit amount specified in the Booking Form.

"Emergency Procedures" means the emergency procedures and notices which are posted throughout the Site as updated from time to time.

"Facilities" means any accommodation building and other buildings which are assigned to the Guests for their use and **"Facility"** has the corresponding meaning.

"Group Leader" means a person appointed by the Hirer to be the primary contact to Redlands as identified in the Booking Form or as otherwise advised.

"Guests" means any person accommodated at the Site at the request or invitation of the Hirer (including without limitation the Group Leader and any other staff / supervisors of the Hirer that attend the Site during the Hire Period as well as all invitees of the Hirer) and **"Guest"** has the corresponding meaning.

"Hire Fee" means the fee payable by the Hirer to Redlands for the use of the Site and the Services as per the Booking Form.

"Hire Period" means the period of occupancy shown on the Booking Form.

"Hirer" means the entity named as the hirer on the Booking Form.

"Manager" means the manager of the Site employed by Redlands.

"Recreational Services" has the meaning given to it in the Civil Liability Act.

"Services" means the accommodation and catering services that Redlands agrees to provide to the Hirer.

"Site" means the Redlands Facility or Campsite allocated to the Hirer.

"Site Rules" means the rules attached to these Terms and Conditions of Hire as Attachment 1 which may be replaced or amended at any time at Redlands' absolute discretion.

"Redlands" means SCECGS Redlands Limited ABN 96 001 336 269.

2. Acceptance of agreement

2.1 The Agreement is made between the Hirer and Redlands, collectively **"the Parties"**.

2.2 The Agreement between the Parties is formed after the Hirer returns a fully completed and signed Booking Form and Redlands confirms, in writing, that the Booking Form and Deposit have been received and that the booking is confirmed. On and from the date that Redlands confirms the booking, Redlands and the Hirer will be bound by the Agreement.

2.3 To the extent of any inconsistency between the Booking Form and these Terms and Conditions of Hire, the Booking Form will take priority.

3. Hire of the Site

Subject to the Hirer's compliance with these Terms and Conditions of Hire and payment of the Hire Fee, Redlands agrees to provide the Services and grant the Hirer a non-exclusive licence to access and use the Site during the Hire Period.

4. Use of the Site

4.1 Prior to Hire Period, the Hirer must ensure that:

- (a) Guests under 18 years of age have appropriate (written) parental/guardian consent to attend the Site and participate in the relevant activities; and
- (b) the Guests must not enter the Site until the time specified on the Booking Form.

4.2 As soon as practicable after arrival at the Site, the Hirer must conduct an orientation to camp briefing session outlining the Site Rules, the Emergency Procedures and any other safety requirements or procedure advised by Redlands.

4.3 Throughout the duration of the Hire Period, the Hirer must ensure that:

- (a) all Guests comply with the Site Rules at all times during the Hire Period;
- (b) any calls to emergency services are reported to the Manager;
- (c) there is appropriate medical supplies available (including first aid equipment) for all Guests at all times during its use of the Site;
- (d) appropriate supervisors with appropriate first aid qualifications are present at the Site at all times; and
- (e) a suitable emergency vehicle is available at all times to transport any person from the Site as required in the case of a medical emergency.

4.4 The Hirer acknowledges that the Site may be remotely located and that Redlands is not responsible for providing first aid or other medical services or supplies.

4.5 The Hirer must not:

- (a) attach in any way to walls, doors, glass, floors, furniture or fittings in or around any part of the Site any nails, screws, adhesive tape, notices, posters, signs or other item without the consent of Redlands;
- (b) move any furniture, equipment or other items within the Site without the consent of Redlands; or
- (c) block or obstruct emergency exits, bring into or use any dangerous materials or substances on the Site.

4.6 Campsites

The Hirer must:

- (a) provide its own crockery and cutlery for the Guests and all cooking and eating equipment is to be cleaned by the Hirer. Cooking at Campsites is restricted to the use of contained fuel stoves only;
- (b) ensure Guests do not enter any buildings or rooms which they have not been expressly granted access to; and
- (c) ensure the Site is maintained in a clean and hygienic condition.

4.7 Accommodation Facilities

The Hirer:

- (a) must ensure that all buildings are kept clean and tidy;
- (b) must ensure the bathrooms are kept in a hygienic condition;
- (c) for health and safety of the Guests, must ensure the number of Guests sleeping in each room does not exceed the number of beds;
- (d) acknowledges that Redlands staff will inspect accommodation prior to occupation and an inventory will be completed;
- (e) acknowledges that an inspection will be conducted by Redlands staff prior to departure of the Guests; and
- (f) must ensure that Guests only enter buildings and rooms which they have been allocated.

5. Provision of Services by Redlands

- 5.1 No less than 14 days prior to the Hire Period (unless otherwise agreed), the Hirer must notify Redlands in writing of:
 - (a) The total number of Guests and Building hire requirements;
 - (b) the catering requirements for the Guests (if Building 1 including kitchen option is selected); and
 - (c) whether any of the Guests has a life-threatening food allergy (if Building 1 including kitchen option is selected).
- 5.2 If a notification of a life-threatening food allergy of any of the Guests is made, the Hirer must:

- (a) ensure that the Guest has available at all times during the Hire Period an epi-pen or such other life-preserving medical interventions as may be reasonably necessary having regard to the Guest's specific allergy situation; and
- (b) provide evidence to Redlands that it has notified the Caterer of the following:
 - (i) the name of the Guest;
 - (ii) the name of the special diets co-ordinator within the Hirer's group to act as a liaison; and
 - (iii) an ASCIA action plan for that Guest.

5.3 If the Hirer does not comply with clause 5.1, Redlands cannot guarantee that any special requirements will be catered for.

5.4 Redlands reserves the right to withdraw access to equipment, activities, or ask any Guests to leave the Site if the Manager considers their behaviour to be unsafe, or in breach of the Terms and Conditions of Hire.

5.5 Redlands may request that Guests (or their parents/guardians) sign an acknowledgement or waiver in respect of certain activities that they may participate in.

6. Emergency procedures

- 6.1 In the event of a bush fire, the Hirer must ensure that all Guests immediately evacuate the Site.
- 6.2 At all times during an emergency, the Hirer must ensure that Guests comply with the Emergency Procedures.
- 6.3 The Hirer must make timely arrangements to have adequate vehicles at the Site to evacuate the Guests if fire or another emergency dictates.

7. Damage etc to the Site

- 7.1 Any damage to the Site caused by the Hirer (other than reasonable wear and tear) will be repaired by Redlands at the Hirer's cost, with such expense being an amount due and payable to Redlands upon demand.
- 7.2 Any excessive mess left at the Site by the Hirer which requires additional cleaning beyond that which is normally provided by Redlands will be cleaned by Redlands at the Hirer's cost, with such expense being an amount due and payable to Redlands upon demand.

8. Completion of Hire Period

- 8.1 The Hirer must vacate the Site by the conclusion of the Hire Period. The Hirer may be charged an hourly rate determined by Redlands for any occupation beyond this time.
- 8.2 Upon vacating the Site, the Hirer must:

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- (a) ensure that the Site is left in a clean and tidy condition with all lights and appliances switched off, all rubbish either removed or placed in the receptacles supplied for that purpose, and with rooms and furniture configured in the same manner they were at commencement of the Hire Period; and
- (b) unless otherwise consented in writing by Redlands, remove all property, goods or materials brought onto the Site by or on behalf of the Hirer or any Guest.

8.3 Redlands reserves the right to charge the Hirer any costs incurred by Redlands as a result of a default or breach of these Terms and Conditions of Hire, and any such costs must be paid within 7 days of demand.

9. Payment

The Hire Fee will be invoiced to the Hirer following completion of the Hire Period, and must be paid within 14 days of the date of the invoice. Any Deposit already paid by the Hirer will be applied to the invoice to reduce the total amount payable by the amount of the Deposit.

10. Cancellation

- 10.1 If the Hirer wishes to cancel its booking for the Site, this clause 10 shall apply.
- 10.2 The Hirer shall not be entitled to a refund of the Deposit unless another booking can be secured by Redlands for the Hire Period.
- 10.3 Redlands shall use its best endeavours to procure another booking for the Hire Period, but is under no obligation to do so.
- 10.4 The Hirer may propose alternative dates for the Hire Period and if those dates are available, the Parties may agree (but are under no obligation to do so). In this case Redlands will retain the Deposit and apply it to the new Hire Period.

11. Force majeure

- 11.1 In this clause 11, a “**force majeure event**” refers to an event beyond either the Hirer’s or Redlands’ reasonable control which significantly diminishes the practicality or benefit of the Agreement, including, natural disasters, industrial disputes, strikes, lockouts, accidents, breakdowns, acts of God, acts or threats of terrorism or war, viral outbreaks, epidemics or pandemics.
- 11.2 In the event of an actual or threatened force majeure event, Redlands may make a decision to cancel or suspend a booking in accordance with this clause either prior to or during the Hire Period. This decision is made in Redlands’s absolute discretion. If the booking is cancelled Redlands shall return the Deposit.
- 11.3 Subject to clause 12, Redlands will not be liable to the Hirer for any cost, expense, loss or damage, in connection with a cancellation of any hire booking or any part of the Services under this clause 11.

- 11.4 In addition to the other circumstances set out in this clause 11, Redlands may be required to cancel a booking due to governmental orders and directions relating to COVID-19 including mandated shut downs. If this occurs, Redlands will reimburse the Hirer any Deposit already paid by the Hirer and liaise with the Hirer to find an alternative date for the booking. Redlands will not otherwise be liable to the Hirer in such circumstances.

12. Liability

12.1 The Hirer uses the Site at its own risk and to the full extent permitted by law:

- (a) all conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to the hire of the Site by Redlands and the provision of the Services; and
- (b) the Hirer releases Redlands from any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by the Hirer under or in connection with the Agreement are excluded.

12.2 To the extent permitted by law, Redlands’s liability for any loss, cost, expense, damage, claim, fine, penalty or other amount (whether contingent or otherwise) suffered or incurred by the Hirer, howsoever caused, which arises out of or in connection with the supply of the Services, is limited to (at the option of Redlands):

- (a) the resupply of the Services; or
- (b) a credit note in the amount of the price paid for the Services.

12.3 The Hirer must indemnify and keep Redlands indemnified from and against any and all claims, expenses, liabilities, injuries, deaths, or damage arising out of or in connection with the Hirer’s use or occupation of the Site or the Services provided by Redlands.

12.4 The Hirer’s indemnity given in clause 12.3 shall be reduced proportionally to the extent that the claim, expense, liability, loss, injury, death, or damage was caused or contributed to by a deliberate act or omission of Redlands or its employees, agents or contractors.

13. Recreational activities

13.1 The Hirer acknowledges that the Services supplied by Redlands are Recreational Services.

13.2 The Hirer agrees that the liability of Redlands in relation to Recreational Services for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease; or

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- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs,

is excluded to the extent permitted by law.

14. Insurance

14.1 The Hirer must take out and maintain, during the Hire Period:

- (a) all insurances required by law, including workers' compensation insurance; and
- (b) public liability insurance with a reputable insurer, with a minimum cover of \$20,000,000 for each and every occurrence.

14.2 Proof of insurance cover must be provided before the commencement of the Hire Period.

15. Working with children

The Hirer must ensure that the Group Leader and any other staff of the Hirer that attend the Site during the Hire Period hold a valid working with children's check if any of the Guests are under the age of 18 years.

16. Guests' obligations

The Hirer must ensure that the Guests do not do or omit to do anything in connection with the use of the Site which, if done by the Hirer, would breach the Agreement.

17. Waiver

No failure to exercise or delay in exercising any right under the Agreement constitutes a waiver and any right may be exercised in the future. Waiver of any of the Agreement must be in writing and is only effective to the extent set out in that written waiver.

18. Entire agreement

18.1 Except for any other written agreement between the Parties, the Agreement constitutes the entire agreement between Redlands and the Hirer in respect of the Hirer's use of the Site and receipt of the Services from Redlands. The Hirer acknowledges that it does not rely on any representation not contained within the Agreement.

18.2 Apart from the Site Rules, the Agreement may only be amended by written agreement by both parties.

19. COVID-19 Safe

19.1 In compliance with the Australian Health Protection Principal Committee and the NSW Government's requirements the Hirer must have documented plans in place in accordance with the requirements relevant to the business, group or activity being conducted at the Site.

19.2 Redlands will provide the Hirer with the "Redlands COVID-19 statement for community use operators on the school site". The Hirer must communicate in writing their acknowledgement of this statement prior to the Hire Period.

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Attachment 1 to Terms and Conditions of Hire

Site Rules - Redlands High Country Campus

1. Cigarettes, alcohol, illicit drugs and chewing gum are not allowed at Redlands High Country Campus.
2. The Site must be maintained in a clean and tidy state at all times during the Hire Period.
3. Vehicles are parked only in areas designated for parking and are parked strictly at the owner's own risk.
4. All signposted speed limits on Redlands High Country Campus are enforced and are to be observed.
5. No open fires are to be lit at Redlands High Country Campus.
6. Any accidents causing injury are to be immediately reported to the Manager.
7. Prior to setting up any tents, it is the responsibility of the Hirer to undertake a safety assessment of the area.
8. All paddocks, gates, sheds, residences, work sites, water tanks, solar arrays, and surrounding properties are strictly 'out of bounds'.
9. All garbage is to be placed in the designated areas.
10. No pets are allowed to be brought onto the Site without the express permission of Redlands.