



ABN: 14 011 001 513 Thunderbird {ark Corner of Cedar Creek Falls Road, Tambourine Mountain Qld 4272
Ph: (07) 5545 1468 E: sales@campthunderbirdpark.com.au W: <https://www.thunderbirdpark.com>

General terms and conditions for schools and groups

1.0 Definitions

- 1.1 'Activities' means any recreational activities taking place at the Camp Venue and run by the Camp Venue not including Free Time;
- 1.2 'Authority' means any government, statutory, public or other authority or body having jurisdiction over the Camp Venue and/or the Equipment or any person, matter or thing relating to the Camp Venue;
- 1.3 'Booking' means a request for accommodation, Activities and other Services to be provided by the Camp Venue received from a School;
- 1.4 'Confirmed Booking' has the meaning outlined in clause 5.5
- 1.5 'Camp Venue' means Thunderbird Park
- 1.6 'Camp Manager' means the General Manager of a Camp Venue;
- 1.7 'Claim' means any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement;
- 1.8 'Commencement Date' means the School's date of arrival in accordance with the Booking;
- 1.9 'Cost' includes any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid);
- 1.10 'Departure Date' means the School's date of departure;
- 1.11 'Equipment' includes all fixtures, fittings, furniture, appliances, crockery, cutlery, glassware, cooking utensils and things supplied by the Camp Venue or owned by the Camp Venue or otherwise owned or supplied by the Camp Venue as part of the Stay in consideration of the Fee;
- 1.12 'Facilitator' means an organisation arranging Bookings for Schools;
- 1.13 'Fee' means the total amount due to the Camp Venue for the provision of Activities and Services, inclusive of taxes and damages as outlined in clause 15;
- 1.14 'Free Time' means time during which the Students are not engaged in any Activities;
- 1.15 'Government' means the Government of Queensland;
- 1.16 '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 Camp Venue 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;
- 1.17 'Security Deposit' means \$1,100 - \$4,400 (depending on booking size) – non refundable
- 1.18 'School' means an educational establishment providing full-time education and includes Persons under the School's Control and Facilitators;
- 1.19 "Group' means any organisation or company and includes Persons under the Group Leaders control or employ.
- 1.20 'Services' means services provided by the Camp Venue including but not limited to the provision of accommodation, food and beverages;
- 1.21 'Stay' means the duration of the School's stay pursuant to the Confirmed Booking;
- 1.22 'Student' means a person who is in full-time education up to and including year 12.
- 1.23 'Website' means www.thunderbirdpark.com.au

2.0 Terms and Conditions of Contract

- 2.1 This document sets out the terms and conditions upon which the School or Group and the Camp Venue contract for the provision of Services and Activities.

3.0 Schools and Groups

- 3.1 The Camp Venue accepts schools and groups of 45 Students or more. Groups of less than 20 Students may be accepted at the Camp Venue's discretion.

4.0 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 10 Students;
 - a sufficient number of male/female teachers and/or accompanying adult supervisors to ensure appropriate cabin/room supervision.



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5.0 Bookings and Security Deposit

- 5.1 Any Booking must be received by the Camp Venue in writing and signed by the organising teacher. 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 Camp Venue will reserve the date(s) as a tentative booking and a tax invoice for the Security Deposit will be issued to the school or group that made the Booking.
- 5.3 The invoice for the Security Deposit must be paid within 14 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 14 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 14 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 Camp Venue in clear funds.
- 5.5 The tentative booking will become a Confirmed Booking at the time the Camp Venue 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 and Groups.
- 5.6. If the Security Deposit has not been received by the Camp Venue in clear funds, the Centre is entitled to cancel the Booking immediately, at any time, in its sole discretion.

6.0 Variations to Bookings

- 6.1 Three weeks before the Commencement Date, the number of Students, teachers and/or accompanying adult supervisors or group members must be confirmed by the school and received in writing by the Camp Venue. If a written confirmation is not received by the Camp Venue, prior to the date being 2 weeks before the Commencement Date, the Camp Venue will apply the number of Students, teachers and/or accompanying adult supervisors or Group members as outlined in the Booking.
- 6.2 The Camp Venue will endeavour to accommodate any increase in the total number of Students, accompanying teachers and/or accompanying adult supervisors or Group members subject to availability of spaces.
- 6.3 Within the two week period prior to the Commencement Date, if there is a reduction in the number of Students or participants, no adjustments will be made to the final invoice.

7.0 Activities

- 7.1 All Activities will be supervised and instructed by Camp Venue Staff, school staff or contractors engaged by the Camp Venue.
- 7.2 School staff or Group members are not permitted to provide instruction in relation to any Activity unless prior permission by the Camp Venue Manager has been granted. Any instruction by School staff or Group members will be carried out at the School's sole risk and the Camp Venue and the Government accept no liability whatsoever in relation to the instruction. Permission for School staff or Group members to instruct may be withheld at the Camp Venue Manager's discretion.
- 7.3 In making his or her decision, the Camp Venue Manager may request any information in relation to the proposed School instructor or Group member from the School he or she deems relevant. This information may include but is not limited to qualifications and experience of the School staff.
- 7.4 Any decision of the Camp Venue Manager shall be final and not subject to review.

8.0 Payments

- 8.1 The Camp Venue requires full payment 3 days prior to the Booking Commencement Date
- 8.2 All deposits and payments are non-refundable

9.0 Cancellation of Booking

- 9.1 Cancellation of a Confirmed Booking by School or Group
 - If the School or Group 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 or Group 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 or Group has not provided the Camp Venue with the written confirmation of numbers the Fee will be calculated by applying the number of students/participants outlined in the Booking.
 - If the school or Group has provided the Centre with the written confirmation of numbers the Fee will be calculated by applying the number of students outlined in the written confirmation.



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- In extenuating circumstances or if the cancelled booking has been filled by another School or Group, the Camp Venue Manager may, in his/her sole discretion, agree to reduce or waive the cancellation fee.
 - Any cancellation must be in writing and received by the Camp Venue at the address set out in the tax invoice.
- 9.2 Variation to the Confirmed Booking by School or Group
- If within the two week period prior to the Commencement Date the School or group makes a variation to the Confirmed Booking which results in a reduction in the confirmed number of students/participants, the School or Group will still be required to pay the confirmed minimum number of students and participants.
- 9.3 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.
- 9.4 Booking cancellation fee
- | | |
|------------------------|--------------|
| • 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 |

10.0 Group / School's Use of the Camp Venue

- 10.1 At the time of there being a Confirmed Booking, the School will be permitted to use and/or occupy the Camp Venue 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.
- 10.2 Any right of the School to use and/or occupy the Camp Venue 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.

11.0 General Conditions of Use

- 11.1 Schools/Groups must ensure that the behaviour of Persons under the School's Control is not offensive to other Camp Venue users.
- 11.2 The School/Group must use and/or occupy the Camp Venue and/or use the Equipment solely as agreed with the Camp Venue and for no other purpose.
- 11.3 The School/Group will carry out all activities in or on the Camp Venue in a responsible, proper and orderly manner and will not permit any act, matter or thing which may injure or tend to injure the reputation of the Camp Venue.

12.0 School's /Groups Obligations

- 12.1 Restrictions - The occupiers must not:
- permit a hazardous, immoral, noxious, offence or unlawful thing in the Camp Venue 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 Camp Venue to be removed from the Camp Venue;
 - permit any alcohol to be brought into licensed areas of the Camp Venue
 - 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.
- 12.2 Requirements - The School / Group must:
- comply with all applicable legislation and all requests by the Camp Venue in connection with the Confirmed Booking;
 - where smoking is permitted under the School's policy, only smoke in designated areas;
 - 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 Camp Venue 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 Camp Venue.
 - give the Camp Venue a copy of each notice concerning the School's use of the Camp Venue that it receives under any legislation or from any Authority; and
 - give the Camp Venue prompt notice on becoming aware of any defect or damage to the Camp Venue and/or Equipment or any other property, or injury or death of any person on or near the Camp Venue.



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13.0 Duty to reimburse Centre for damage/loss

- The School/Group must:
leave the Camp Venue and/or the Equipment in a tidy, safe and proper condition and to the reasonable satisfaction of the Camp Venue; and at the Camp Venue's reasonable demand pay for any damage to the Camp Venue and/or Equipment or other items supplied by the Camp Venue 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 Camp Venue.

13.1 The School/Group must:

- observe house rules, trespass, noise (music is to be turned down low after 10.00pm) and general behaviour, particularly at night. Anyone in your party creating nuisance may be asked to leave the Camp Venue immediately and will be liable for any refund requests by other guests or damages caused either to other guests or the proprietor. The Camp is a private venue open to other guests.

14.0 Provision of Staff Services/Group Sizes

- 14.1 The Camp Venue may provide additional staff services (eg additional supervisors) to the School upon written request by the School, at a fee determinable by the Camp Venue in its absolute discretion. The fee for the provision of such services must be paid to the Camp Venue at a time and in a manner specified by the Camp Venue.

15.0 Child Protection

- 15.1 The School warrants that it is aware of its obligations under QLD 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.

16.0 Termination

- 16.1 If for any reason whatsoever the Camp Venue 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.
- 16.2 If the Confirmed Booking is terminated:
- the School will be reimbursed any Deposit or Fee paid; or
 - the Camp Venue will endeavour to place the School at another Camp Venue which has a sufficient number of places available

17.0 Default

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



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18.0 Insurance

18.1 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 must include cover for any accompanying adults or other volunteers brought to the Camp Venue 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 whenever required by the Camp Venue, the School must give to the Camp Venue a copy of the insurance policy and certificate of currency.

18.2 Effect on Camp Venue's Insurances

- The School must not do anything to or on or in the Camp Venue or on or to the Equipment which will or may prejudice any insurance policy of the Centre.

19.0 Liability

19.1 Save in the event and to the extent of the Camp Venue's negligence, the Camp Venue, Government and their servants and agents will not be liable for any loss the School / Group or any Person under the Group / School's Control occupying and/or using the Camp Venue and/or the Equipment and/or engaging in any Activities whether at the Camp Venue or elsewhere may incur or any Claim the Group / School or those persons may make in respect of or which arises as a result of or in connection with the Stay.

19.2 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 and Groups by the Camp Venue, the School or Group shall indemnify and keep indemnified the Camp Venue and the Government from and against all Claims whatsoever and whenever brought, prosecuted or made against the Camp Venue for which the Camp Venue 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.

20.0 Cost

20.1 The School / Group must on demand reimburse the Camp Venue for and keep the Camp Venue indemnified against all expenses including Cost and disbursements incurred by the Camp Venue in connection with the enforcement, attempted enforcement or preservation of any rights of the Camp Venue 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.

21.0 Changes, Responsibility and Further Conditions

21.1 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 Camp Venue reserves the right to alter, amend, cancel all or any arrangements, including pricing, accommodation, tours and/ or packages until a Security Deposit has been received.

21.2 The Camp Venue 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.

21.3 Unfavourable weather conditions do not constitute a failure of the Camp Venue to fulfil its obligations and do not entitle the School to any refund.



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22.0 Bond

A credit card is required on file for damages or incidentals. The venue reserves the right to charge the on-file credit card up to the amount of \$550 for damages or incidentals. Amounts above \$550 will be discussed with the client prior.

Type of Card: Visa MasterCard Amex

Card Number: _____

Name on Card: _____

Expiry Date: ____ / ____

Contact person for accounts: _____

Email address for accounts: _____

I _____ (please print name)

of _____ (please print name of organization or group)

hereby confirm our booking from ____/____/____ to ____/____/____ for the bunkhouses and the Sapphire Recreation Room é Kitchen and have read and accept the responsibility for the account, terms and conditions.

Deposit paid on ____/____/____ ABN _____ (if applicable)

Signature * _____

*The person who signs this document on behalf of the organization or group must understand this is a legally binding document and must have the authority of the organization or group to honour this agreement.