



General Terms and Conditions

1. Terms and conditions of contract

This document sets out the terms and conditions upon which the group and the Victorian Blue Light Youth Camps Inc. (Blue Light) contract for the provision of services and activities.

2. Groups

Blue Light accepts groups of 30 or more. Groups less than 30 may be accepted at the manager's discretion on an adjusted costing scale.

3. School Groups

It is the group leaders' responsibility, to ensure that:

- Adequate numbers of dependable and capable adult supervisors are provided by the group, to enable adequate supervision and safety of guests. The Blue Light Camp minimum is one adult supervisor for every 10 students or part thereof.
- All guests, including day visitors, are briefed on the safety and emergency procedures herein, those displayed onsite and those outlined during the safety briefing by Camp staff on arrival.
- All adult supervisors are made aware that they are deemed to be responsible for overall group supervision, safety and first aid. Blue Light staff or their sub-contracted activity providers are there only to instruct, lead, demonstrate or assist in any given activity.
- That all guests, including day visitors, understand and comply with the following terms and conditions.
- Guests under 18 years of age have appropriate parent/guardian consent to attend the camp.
- Bed wetters, sleepwalkers and guests under 8 years of age should not sleep on the top bunks.
- That guest's behaviour is supervised at all times. Care and common-sense should be taken in all buildings and on activities.
- If you have riders that are not to wear a helmet, for medical reasons only, they must have a current VIC ROADS EXEMPTION CARD, a copy of which needs to be provided to Blue Light upon arrival. A certificate is no longer needed for religious exemptions.

4. Catering

- 4.2 Blue Light has a nut free policy. Please do not bring products containing nuts or nut products on to the site.
- 4.3 It is the responsibility of the group leader to notify Blue Light of any guest allergies including food allergies and any special dietary requirements
- 4.4 All guests with special diets must fill out the camp Special Diets form and it should be returned 14 days before the commencement of camp.
- 4.5 Food and beverages are not permitted in guest accommodation rooms.

5. Activities

- 5.1 Programs and activities are only available with approval prior to the arrival at camp.
- 5.2 Open Road Bike Rides are only available for grade 4 and above. Grade 3 students can ride bikes on the private camp track only.

- 5.3 Specialised Activities are those deemed by the camp and any applicable law to require trained and appropriately qualified staff to lead such an activity. Current Specialised Activities include but are not limited to; Rock Climbing, Archery, Open Road Bike Riding, Bubble Soccer and Night Walks.
- 5.4 No Specialised Activities are to be undertaken without prior approval of Blue Light management.
- 5.5 While Blue Light staff, or their sub-contracted activity providers, take responsibility solely for the technical skills and technical safety aspects of a Specialised Activity, including instruction, demonstration and personal protective equipment assistance, it is ultimately the group's choice to decide whether or not to proceed with the use of any or all of these facilities and Specialised Activities. The group acknowledges that there is an inherent risk involved with Specialised Activities and that Blue Light under no circumstance will be held responsible or liable for any injury or loss sustained resulting from participation in Specialised Activities. Further, it is the responsibility of the group leader to advise guests and their parents or guardians of the inherent risk involved in the Specialised Activities.
- 5.6 To avoid doubt, the group agrees to be ultimately responsible for identifying safety issues associated with all activities/excursions, and ensuring all necessary safety precautions are taken.
- 5.7 No Specialised Activities are to be undertaken or supervised within 8 hours of a guest's or supervisor's alcohol intake.
- 5.8 It is the responsibility of the group leader to notify Blue Light in writing regarding any Guest who is unable to participate in either Non Specialised Activities or Specialised Activities due to personal health or safety reasons.
- 5.9 It is the responsibility of the group to provide responsible and authoritative supervisors to be trained by Blue Light staff for Non Specialised Activities to be accessed and safely used.
- 5.10 Blue Light management reserve the right to withdraw equipment or access to Non Specialised Activities should the group not provide responsible and experienced activity leaders or if group members are found abusing equipment or acting in an irresponsible manner.
- 5.11 To the full extent permitted by law, Blue Light and its employees do not accept, and the group and the group leader therefore release Blue Light from and indemnify Blue Light against, any liability for the loss of property or damage or personal injury arising from the use of the facilities, equipment or participation in any Specialised Activities or Non Specialised Activities or Excursions.

6. Summary of information to be provided by the Group

The group leader shall provide Blue Light with the following information:

- 6.1 **Four (4) weeks' prior** to commencement of camp the group leader must provide Blue Light with a completed copy of the **Activity Planner**.
- 6.2 Completed Activity Planners are encouraged to be returned before the minimum 4 weeks' notice; however Blue Light cannot guarantee the provision of activities with less than 4 weeks' notice.
- 6.3 **Three (3) weeks' prior** to the commencement of camp the group leader must provide Blue Light with written confirmation of total group numbers with a completed **Final Details form**.
- 6.4 **Two (2) weeks' prior** to the commencement of camp the group leader must provide Blue Light with;
- (a) Completed **Special Diet forms** – only include completed forms for guests who have dietary restrictions and a copy of the Special Diets summary sheet.
 - (b) Completed **Unit Allocation** list
- 6.5 If information regarding special dietary requirements is not received 2 weeks prior to the commencement date Blue Light will not guarantee that the specialised meals can be provided by our catering staff.

7. Bookings and Deposits

- 7.1 If the date(s) requested are available, Blue Light will make a tentative booking reserving those dates and provide a booking form that includes a quote for the camp deposit to the group leader.
- 7.2 The booking form must be signed by the group leader and upon receipt; Blue Light will make a tentative booking. In the event or a booking being made by an event facilitator or coordinator, it must be signed by a person with authority to contract on the group's behalf.

- 7.3 The tentative booking will become a confirmed booking at the time Blue Light has received the \$1000 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.
- 7.4 **The deposit must be paid within 14 days of the booking form being issued.** If the deposit is not paid in 14 days from the issue of the booking form, the group will be contacted, as a reminder. If the deposit is not received within 7 days of the reminder, the tentative booking will be cancelled and opened up for other groups.
- 7.5 If a tax invoice is required, the group must notify Blue Light at the time of inquiry and will have 14 days to pay from the date the tax invoice is issued.
- 7.6 If the booking is made 14 days or less before the commencement date, the deposit must be paid immediately and the booking will remain a tentative booking until the deposit is received by Blue Light in clear funds.
- 7.7 If the security deposit has not been received by Blue Light in clear funds, Blue Light is entitled to cancel the booking immediately, at any time, in its sole discretion.

8. Variations to Bookings

- 8.1 Three (3) weeks' before the commencement date, the number of students, accompanying teachers and/or adult supervisors must be confirmed by the group leader and received in writing by Blue Light. If the Final Details form is not completed and returned, Blue Light will apply the number of students and supervisors as outlined in the booking form or the number of students and supervisors that arrive to camp, whichever is the greater number.
- 8.2 If, after submitting the Final Details form, there is a reduction in the number of guests the group will be charged for the total number of guests confirmed on the Final Details form. For the avoidance of doubt, this means that if, for example, the group leader confirms that 80 guests will be attending and within 2 weeks of the commencement date, the number of guest's decreases to 70, then the group will still be required to pay the full accommodation and catering fee of 80 guests. There will be no charge for activities for guests that do not attend camp.
- 8.3 If the booking is made within the two week period prior to commencement then the numbers provided at booking will be considered the final numbers for invoicing.
- 8.4 Blue Light will endeavour to accommodate any increase in the total number of students, accompanying teachers and/or adult supervisors subject to the availability of beds and activity staff.
- 8.5 Accommodation costs are based on allocated units being a minimum of 75% filled. If you are requesting allocated units to be filled at less than 75% capacity, when this can be avoided, the group will incur a fee.

9. Cancellations of Booking

- 9.1 Cancellation of a confirmed booking for any reason whatsoever must be received by Blue Light in writing. The following fees apply:
- a. More than 90 days' notice prior to the commencement date, the deposit will be refunded.
 - b. 90 days or less than 90 days' notice prior to the commencement date, the deposit is retained.

10. Invoices and Payments

- 10.1 For every 10 students or part thereof, one accompanying teacher and/or adult supervisor responsible for these students shall be entitled to free accommodation and meals.
- 10.2 The group may bring additional accompanying teachers and/or adult supervisors for the fee as stated on the booking form provided.
- 10.3 In the event a planned activity needs to be cancelled an activity of equal or lesser cost will be substituted, this will be reflected on the invoice. Any changes made to the program will only be made in consultation with the group leader.
- 10.4 On or after the departure date Blue Light will send a tax invoice to the group leader, showing the amount of the deposit paid and the fee balance. This invoice must be paid within 7 days from the invoice date.
- 10.5 The preferred payment methods are cheque or electronic transfer.
- 10.6 Blue Light is unable to process payment by credit card at this time.
- 10.7 Exclusive use of the camp is only guaranteed if the group has more than 30 group members. Blue Light will notify the group if exclusive use of the camp is unavailable. All care will be taken to only place like groups together, for example, school camp with school camp.

11. Code Red Procedure

11.1 Maldon is included on the Department of Education and Training Bushfire At-Risk Register (BARR). Inclusion on this register is a trigger for Blue Light camp to pre-emptively close on days declared Code Red in our Bureau of Meteorology district.

A Code Red will be called no later than 1pm the day before. Where possible, four to seven days' notice of a planned closure will be provided.

On these rare occasions the following applies:

- a) In the event that a Code Red day is called by the Country Fire Authority and it is safe to do so, the camp will be closed and all guests present will be sent home. When it is not safe to leave camp our Emergency Response Plan will be followed.
- b) If, the day before commencement, a Code Red day is called for the first day of camp, the camp will be adjusted, rescheduled or cancelled. If the camp is cancelled the group will receive a 100% refund of the deposit.
- c) If a Code Red day occurs whilst at camp, resulting in the day of the Code Red and any day thereafter being cancelled, the group will not be charged for any cancelled days. Any day prior to the camp being cancelled will be charged as normal.
- d) In regards to fire rating; Low-Mod, High, Very High, Severe, and Extreme we are able to adjust camp activities accordingly and as such camp will continue as planned. This means that no exception will be made to the refund policy based upon these fire ratings.
- e) If emergency transport is required, to move Guests off site to be returned home or moved to a recognised 'safer place' the group agrees to pay the cost of this transport.

12. Provisions of Staff Services/ Group Sizes

12.1 Blue Light may provide additional staff services (e.g. additional supervisors) to the group upon written request by the group, at a fee determined by Blue Light in its absolute discretion. The fee for the provision of such services will be included on the final tax invoice.

12.2 The teacher/adult supervisor: student ratio for activities is 1:10.

13. Property

13.1 Cleaning - It is expected that the guests will leave Blue Light Camp and the equipment in a tidy, safe and proper condition to the reasonable satisfaction of management. Rubbish is to be placed in the bins provided in accommodation units and around the grounds. The group will be responsible for cleaning unwarranted mess or will be invoiced for excessive cleaning if required.

13.2 Lighting & Heating – Please ensure all lighting and heating is turned off when leaving all rooms.

13.3 Unit Accommodation – One mattress and one woollen blanket is provided for each bed. These items must not be removed from the units. Units are to be used for sleeping, resting and study only.

13.3 Damages - All damage, theft or loss to facility property or equipment is to be reported to Blue Light staff. Breakages and loss costs will be included in the final account at the time of invoicing. Any damage, breakage or loss discovered during the cleaning and damage check following departure of the group will be added to the final account or, if applicable, a new account will be issued. No account will be considered finalised until full restitution for all damage and loss has been received. Blue Light takes no responsibility for loss or damage to personal property.

13.4 Boundaries - Guests are only permitted to access buildings to which they have been allocated. It is the group leader's responsibility to ensure that all guests do not trespass upon neighbouring properties or out of bounds areas

Out of bounds areas are:

- a) Outlying paddocks, workshops, sheds
- b) Surrounding properties

- c) Residences on the property and surrounding properties
 - d) Blue Light commercial kitchen and surrounding store rooms
 - e) Any worksites and specialised activities unless under Blue Light staff instruction
- 13.5 Vehicles - All visitor vehicles must be parked in the designated car parking area. Blue Light takes no responsibility for loss or damage to vehicles.
- 13.6 Roadways - The speed limit is 8km/h on all roadways on the property and is to be strictly adhered to.

14. General Terms and Conditions

- 14.1 Arrival & Departure – Groups must not enter Blue Light Camp and surrounding grounds prior to 1pm and, (unless previously agreed to) must not overstay their departure time of 1pm. Blue Light also asks that all personal items be removed from Unit Accommodation by 9am on the day of check out in readiness for our cleaning staff to gain entry.
- 14.2 First Aid – Group leaders are responsible for the first aid of their group at all times and must supply own first aid equipment and trained staff. Blue Light staff members are happy to assist you at any time.
- 14.3 Accident & Injury – A Blue Light incident form must be completed for all accidents and injuries which occur during the group's stay. All completed forms must be submitted to Blue Light Administration staff.
- 14.4 Aerosol Cans/Prohibited Items – Guests are not permitted to bring any aerosol cans, candles or mosquito coils to camp as use of these items inside and under building verandas will set off the Fire Alarm system. Attendance of emergency vehicles as a result of the use of aerosol cans will be at the considerable cost of the group.
- 14.5 Illegal Drugs & Alcohol – Illegal drugs are not permitted on the property under any circumstances. Where consumption of alcohol is permitted under the group's policy, alcohol must be consumed responsibly.
- 14.6 Noise – In consideration of neighbours, all excessive noise must cease at 10.30pm and must not commence before 7.30am. Noise will be considered excessive if at any time, day or night, neighbours can hear the noise clearly in their homes.
- 14.7 Sanitary Hygiene – A strict observance of sanitary hygiene is to be upheld. Toilets are to be used in accordance with the recognised practise relating to septic tank installations (human excrement/ toilet paper only). Sanitary and rubbish bins are provided for all other items.
- 14.8 Flora & Fauna – All flora and fauna are protected on site. As such, the group leader is responsible to ensure that all plants, animals and soil are left as found and not interfered with by guests, and that vehicles always stay on the roads or where directed by Blue Light management. No guest is permitted to bring firearms, animals or pets onto the property or to disturb the natural environment. Do not approach or attempt to feed or pat the wildlife. Animal's that provide assistance are permitted however all waste must be cleaned up by the group.
- 14.9 Smoking - is NOT permitted on Blue Light Camp property during school camps. Smoking is permitted in designated areas for all other groups, cigarette butts must be disposed of in provided cigarette bins.
- 14.10 Water Restrictions – When water restrictions are in place, please observe all signage.

15. Group's Use of the Camp Venue

- 15.1 Blue Light is used by people of all ages and from all backgrounds. The group shall ensure that no offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public or neighbouring residents. The group leader shall be responsible for all guests in their care.
- 15.2 The group must use and/or occupy Blue Light Camp and/or use the equipment solely as agreed with Blue Light and for no other purpose.
- 15.3 The group may enter Blue Light Camp only during Blue Light opening hours or as otherwise agreed by the Manager.
- 15.4 The group will carry out all activities in or on Blue Light Camp in a responsible, proper and orderly manner and will not permit or suffer to be done in or about Blue Light any act, matter or thing which may injure or tend to injure the reputation of Blue Light.

16. Group Obligations

16.1 Restrictions

The group must not:

- a) Permit a hazardous, immoral, noxious, offensive or unlawful thing in Blue Light Camp including causing any annoyance, nuisance, damage or injury to or unlawful interference with any person or property.
- b) Carry out any activity that is defamatory to any person or organisation
- c) Permit any of the equipment supplied by Blue Light to be removed from the site
- d) Record images of persons unaffiliated to the group, unless their written consent has been obtained and, in the case of minors, the consent of their legal guardians.

16.2 Requirements

The group must:

- a) Give Blue Light prompt notice on becoming aware of any defect or damage to the site, and/or equipment or any other property, or injury of any person on or near Blue Light Camp;
- b) Keep current for the camp duration;
 - i. Adequate occurrence based public liability insurance
 - ii. Worker's compensation insurance
 - iii. Insurance against any other risk Blue Light Camp may reasonably require

17. Emergency Procedures

- 17.1 Emergency procedure notices are posted throughout Blue Light Camp and guests should make themselves familiar with the arrangements.
- 17.2 Extinguishers, fire hoses and smoke detectors are vital and are located around the site. These should not be tampered with or removed.
- 17.3 No fire or BBQ may be lit on the property without the consent of Blue Light management. Fire restrictions and total fire ban days must be strictly observed.
- 17.4 Lists of names for all people on site for all guests and day visitors must be presented to the office on or before arrival for emergency purposes.

18. Privacy Policy

Blue Light Victoria recognises the essential right of individuals to have their information administered in ways which they would reasonably expect – protected on one hand, and made accessible to them on the other. These privacy values are reflected in and supported by our core values and philosophies. Blue Light Youth Camp complies with the National Privacy Principles and the Privacy Act 1988. Information is treated as personal information if the subject individual can be identified from that information.

The organisation has adopted the following principles contained as minimum standards in relation to handling personal information. Blue Light Victoria and its branches will:

- a) Collect only information which the organisation requires for its primary function;
- b) Ensure that stakeholders are informed as to why we collect the information and how we administer the information gathered;
- c) Use and disclose personal information only for our primary functions or a directly related purpose, or for another purpose with the person's consent;
- d) Store personal information securely, protecting it from unauthorised access; and
- e) Provide stakeholders with access to their own information, and the right to seek its correction

Any concerns or complaints in relation to the handling of personal information should be also directed to Blue Light Administration on (03) 5475 2033.

19. Child Protection

The group warrants that it is aware of its obligations under Victorian Child Protection Legislation and specifically the *Children, Youth and Families Act 2005* and that it will comply with the obligations imposed in all respects.

For further information regarding our Child Protection Policy contact Blue Light Administration on (03) 5475 2033.

20. Termination

20.1 Blue Light reserves the right to terminate a group or guests occupancy without notice for any breach of the General Terms & Conditions.

20.2 If for any reason whatsoever Blue Light Camp is not able to accommodate the group after the Booking is confirmed:

- If agreeable, alternate dates will be provided; or
- The group will be reimbursed 100% of the deposit.

21. Insurance

Blue Light Camp is appropriately covered by insurance including \$20,000,000 Public & Products Liability Insurance. A copy of our Certificate of Currency can be found on the Blue Light Camp website.

22. Liability

22.1 Save in the event and to the extent of Blue Light Camp's negligence, Blue Light and their servants and agents will not be liable for any loss the group or any Person in the group's control occupying and/or using Blue Light Camp and/or the equipment and/or engaging in an Activities whether at Blue Light Camp or elsewhere may incur or any claim the group or those persons may make in respect of or which arises as a result of or in connection with the stay.

22.2 Indemnities

Notwithstanding any other clause herein, the group hereby indemnifies Blue Light against any and all claims, losses liabilities or whatsoever nature which Blue Light may suffer, incur or sustain as a result of the group breaching any of its obligations or responsibilities under, or failing to act in accordance with, these 'General Terms & Conditions'.

23. Photography

Blue Light staff will occasionally take pictures and video for promotional purposes, including, (but not limited to) online, printed material and press releases. If any member of your group wishes NOT to appear in any such photography or video please let us know in writing prior to the commencement of your camp.

24. Marketing

Blue Light may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms. If you do not wish to be quoted, please inform us on any written material you send or return to us.

25. Advertised Information

The information contained in our brochures, website and authorised social media accounts is accurate and correct as far as can be reasonably ascertained at the time. If we ascertain ourselves or are notified of any subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible.