



ABN: 83 707 790 062 Thunderbird Park Corner of Cedar Creek Falls Road, Tamborine Mountain Qld 4272
Ph: (07) 5545 1468 E: sales@campthunderbirdpark.com.au W: www.thunderbirdpark.com.au

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 'Claim' means any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement;
- 1.7 'Cost' includes any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid);
- 1.8 '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;
- 1.9 'Facilitator' means an organisation arranging Bookings for Schools;
- 1.10 'Fee' means the total amount due to the Camp Venue for the provision of Activities and Services, inclusive of taxes and damages
- 1.11 'Government' means the Government of Queensland;
- 1.12 '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;
- 1.13 'Security Deposit' means \$1,100 - \$4,400 (depending on booking size) – non refundable
- 1.14 'School' means an educational establishment providing full-time education and includes Persons under the School's Control and Facilitators;

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 Accompanying Teachers and/or Accompanying Adult Supervisors

- 3.1 The School must ensure:
 - a) a minimum Student/teacher and/or accompanying adult supervisor ratio of one teacher or accompanying adult supervisor for every 15 Students.
 - b) a sufficient number of male/female teachers and/or accompanying adult supervisors to ensure appropriate cabin/room supervision.

4.0 Bookings and Security Deposit

- 4.1 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.
- 4.2 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.
- 4.3 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 an unconfirmed booking until the Security Deposit is received by the Camp Venue in clear funds.
- 4.4 The unconfirmed 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.
- 4.5 If the Security Deposit has not been received by the Camp Venue in clear funds, Camp Thunderbird is entitled to cancel the Booking immediately, at any time, in its sole discretion.



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5.0 Variations to Bookings

- 5.1 Two 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 Camp Thunderbird.
- 5.2 Camp Thunderbird 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.
- 5.3 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.

6.0 Activities

- 6.1 All Activities will be supervised and instructed by Camp Venue Staff, school staff or contractors engaged by the Camp Thunderbird.
- 6.2 In making his or her decision, the Camp Thunderbird 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.
- 6.3 Any decision of the Camp Thunderbird shall be final and not subject to review.

7.0 Payments

- 7.1 Camp Thunderbird requires full payment 5 days prior to the Booking Commencement Date
- 7.2 All deposits and payments are non-refundable.

8.0 Cancellation of Booking

- 8.1 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 8.4 will 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 Camp Thunderbird 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-Camp Thunderbird with the written confirmation of numbers the Fee will be calculated by applying the number of students outlined in the written confirmation.
 - In extenuating circumstances or if the cancelled booking has been filled by another School or Group, the Camp Thunderbird Manager may, in his/her sole discretion, agree to reduce or waive the cancellation fee.
 - Any cancellation must be in writing and received by Camp Thunderbird at the address set out in the tax invoice.
- 8.2 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.
- 8.3 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.
- 8.4 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 |



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9.0 School's /Groups Obligations

9.1 Restrictions - The occupiers must not:

- a) permit a hazardous, immoral, noxious, offence or unlawful thing in Camp Thunderbird including causing any annoyance, nuisance, damage or injury to or unlawful interference with any person or property;
- b) permit teachers and/or adults who have primary care responsibility to consume any alcohol;
- c) carry out any activity that is defamatory to any person or organisation.
- d) permit any of the Equipment supplied by Camp Thunderbird to be removed from Camp Thunderbird;
- e) permit any alcohol to be brought into licensed areas of Thunderbird Park
- f) 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.

9.2 Requirements - The School / Group must:

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

10.0 Duty to reimburse Centre for damage/loss

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

10.1 The School 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 Camp Thunderbird immediately and will be liable for any refund requests by other guests or damages caused either to other guests or the proprietor. Beyond the Camp Thunderbird sign/boundary, the venue is a private property open to other guests.

11.0 Child Protection

11.1 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.

12.0 Termination

12.1 If for any reason whatsoever Camp Thunderbird 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.

12.2 If the Confirmed Booking is terminated:

- a) the School will be reimbursed any Deposit or Fee paid
- b) the Camp Venue will endeavour to place the School at another Camp Venue which has a sufficient number of places available

12.3 If a booking cannot proceed, due to Government Restrictions imposed on the business or the state, Camp Thunderbird will postpone the camp and agrees to transfer any deposit or money paid to the new booking date. Deposits and payment made are not refundable.



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13.0 Default

- 13.1 If the School / Group breaches any of the terms of these General Terms and Conditions for Schools and Groups-Camp Thunderbird may issue a written notice of default giving particulars of the Group / School's misconduct giving rise to the default.
- 13.2 If the Group / School does not remedy its default immediately on the date of the written notice of default, Camp Thunderbird may terminate the Confirmed Booking by giving the Group / School one (1) days' notice in writing.
- 13.3 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 Camp Thunderbird may, in its sole discretion, terminate the Confirmed Booking with immediate effect.
- 13.4 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.

14.0 Liability

- 14.1 Save in the event and to the extent of Camp Thunderbird's negligence-Camp Thunderbird, will not be liable for any loss the School / Group or any Person under the Group / School's Control occupying and/or using Camp Thunderbird and/or the Equipment and/or engaging in any Activities whether at Camp Thunderbird 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.

15.0 Changes, Responsibility and Further Conditions

- 15.1 Any information in respect of goods and services offered, including but not limited to prices, is subject to alteration or withdrawal without notice and Camp Thunderbird 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.
- 15.2 Camp Thunderbird 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, pandemics, floods and fires.
- 15.3 Unfavourable weather conditions do not constitute a failure of-Camp Thunderbird to fulfil its obligations and do not entitle the School to any refund.

16.0 Alcohol

- 16.1 Use of alcohol is prohibited in the Sapphire Recreation Room and Bunkhouses at all times. If alcohol is discovered, it will be confiscated and returned to its owner upon departure.

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 ___/___/___

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.