



# Terms and Conditions of Hire

This is an agreement made between you, the hirer and representative of the booking group, and Apex Camps.

The payment of a booking deposit by the hirer constitutes an agreement to hire from Apex Queensland Youth Camps Ltd (trading as Apex Camps), the use of the facilities at 171 Nojoor Rd Twin Waters QLD 4564 (Apex Camps Sunshine Coast), or at Birt St, Picnic Bay, Magnetic Island QLD 4819 (Apex Camps Magnetic Island). By paying the booking deposit the hirer agrees to the following:

## LIABILITY

- a. You agree to release, waive and discharge Apex Queensland Youth Camps Ltd, trading as Apex Camps, including its employees, agents and volunteers, from liability for any personal injury (including but not limited to trauma, scrapes, bruises, cuts, sprains, fractures, broken bones, concussions or loss of life), loss of property or damage arising from the use of its facilities or participation in Apex Camps activity programs.
- b. Apex Camps holds all necessary insurance for public risk and injury (as per industry and accreditation requirements), however it is advised that all user groups also hold their own insurance or seek appropriate advice.

## HEALTH AND SAFETY

- a. Supervisors are responsible for the health and safety of their group.
- b. Extinguishers and smoke alarms are installed throughout the camp, and evacuation plans and emergency numbers displayed. Supervisors are to make themselves and campers familiar with these, and to provide the names of all persons in their group to Apex Camps for Fire Regulation purposes.
- c. For health and safety reasons, ensure that all doorways, stairways, exits, emergency exits and entrances etc are kept unobstructed at all times, that the number of campers sleeping per room does not exceed the number of beds in that room, and that no electrical equipment is brought on to the premises and used unless it has been tested, a current compliance test tag is attached, and management permission sought.
- d. In the event of an accident on the premises, Supervisors must report the incident immediately to the Manager and complete and submit an Accident Report Form.
- e. Supervisors are responsible for all First Aid while on camp, including the collation and storage of individual medical forms, the provision of their own First Aid equipment, provision of a qualified first aider/nurse, and the administering of First Aid when necessary.
- f. You authorise Apex Camps to arrange medical or hospital treatment (including without limitation ambulance transportation) if a Supervisor is not available to do so, and you indemnify Apex Camps for all costs associated with this treatment.

## PRIVACY

Apex Camps gives assurance that any personal information, including medical details provided to the camp, will remain confidential and used only for the purposes of which it was collected.

## RESTRICTIONS

- a. The following items are not allowed on any Apex Camps premises - water balloons; chewing gum; pets; skateboards/blades/roller skates; bicycles; firearms; fireworks; explosives; chemicals; flammable spirits or liquid gas containers; prohibited substances; offensive items; balls inside buildings; motorised equipment such as chain saws, motorbikes or anything of a similar nature to the above mentioned items that may be considered a health and safety risk.
- b. Food or beverages are not to be consumed in halls, common rooms, cabins, dormitories or Supervisors' rooms. Apex Camps has a no smoking, no alcohol and no drugs policy (other than prescribed medications). Smoking is permissible only in the designated smoking area across the driveway from the bus shelter. The use of alcohol may be permitted ONLY when prior approval in writing is received by Apex Camps management.
- c. All campfires must be supervised by an Apex Camps staff member. The use of naked lights in any part of the building is strictly prohibited.
- d. Guests are **not to enter another group's area whilst they are staying at the camp**. Camp Managers residences, kitchen cooking and preparation areas, sheds & workshops, electrical switch rooms and fenced activity areas (except when activity being run) are also out of bounds at all times.
- e. Apex Camps is situated in a residential area. **A strict curfew of 9pm applies** with regards to noise restriction and the use of the facilities. Noise levels must also be kept to a minimum before 7am when participating in early morning activities. Groups must be supervised at all times and should respect surrounding private property boundaries.

### CARE OF PROPERTY

- a. You agree to exercise care in the use of the campsite and its equipment and to be responsible for any damage caused to the camp and its equipment.
- b. Guests are not to feed or interfere with wildlife.
- c. During activities run by Apex Camp activity staff, group supervisors are responsible for the behaviour and control of participants at the activity. A minimum of one (1) group staff member must be present for each activity group and remain with the group for the entirety of the activity session unless advised otherwise by Apex Camps.
- d. At all times Supervisors are responsible for the behaviour and actions of their staff, employees, invitees, guests and/or students at the camp. Management may ask any person to leave the camp where, in his or her opinion, that person is behaving in a disorderly, disruptive or dangerous manner.
- e. The buildings and grounds are to be kept clean and tidy. Rubbish bins must be emptied regularly. All actions as outlined in the Cleaning Checklist located in the Supervisors rooms must be undertaken and the premises left in a clean and tidy condition.

### GENERAL

- a. Allocation of accommodation is at management's sole discretion and is subject to change at any time.
- b. Apex Camps Sunshine Coast's swimming pool and basketball courts, and Apex Camps Magnetic Island's tennis and multipurpose courts and volleyball court are available for use at no extra charge, upon booking and subject to availability. Supervisors must supervise guests whilst using these areas and ensure they abide by all Terms of Use, including acting in a responsible manner. No food, drink or toys are to be brought in to the swimming pool area.
- c. **All groups are required to vacate the accommodation buildings by 9am on the day of departure.** Should you require access to the facilities after this time it must be pre-arranged and charges may apply.

### BOOKING, VARIATIONS & PAYMENT

- a. **A decrease in guest numbers of up to 20 per cent or less is accepted and the final booking fee will be adjusted accordingly up to, but no later than 14 days prior to the arrival date.** Our minimum numbers for a camp is 25pax.
- b. **Final guest numbers and all dietary and any other requirements must be confirmed no later than 14 days prior to the arrival date by returning to us all pre-camp documents.** You must confirm that you have gained parental/guardian approval for any minors to participate in Apex Camps activity programs. Final numbers will be used to provide you with your final invoice amount (less your booking deposit).
- c. **Full payment must be made a minimum of 7 days prior to the arrival date.**
- d. An increase in guest numbers will be accepted at any time, subject to availability, and the final booking fee adjusted accordingly. Please note, however, that any additional dietary requirements requested less than 14 days prior to the arrival date may not be able to be accommodated.
- e. All prices are subject to change.
- f. Apex Camps reserves the right to bill additional charges as a result of any property loss or damage (including to fixtures and fittings), or where an additional cleaning charge is incurred to us by failing to leave the premises in a clean and tidy condition or through the use of additional facilities/rooms not included in the booking.

### CANCELLATIONS

- a. Cancellations must be advised in writing.
- b. If the cancellation is received more than three (3) months prior to the commencement date of the booking, the deposit will be refunded, less an administration fee of \$25.00.
- c. If the cancellation is received less than three (3) months prior to the commencement date of the booking you will be required to pay a fee equivalent to 80% of the total value of the booking as was confirmed or estimated.
- d. Apex Camps reserves the right to cancel a booking at any time, without being held liable for compensation, in the event that these Terms and Conditions of Hire are not complied with, a natural disaster or act of terrorism occurs, the fees are not paid by the due date, and/or the proposed camp/event is deemed objectionable, dangerous, in infringement of any copyright, prohibited by law, or otherwise detrimental to Apex Camps in any way.

**I have read and understood the above 'Terms and Conditions of Hire' and, as a representative of the booking group, agree to inform the group of all terms and conditions, and to abide by them.**

**Company / School** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Date** \_\_\_\_\_