



INCURSION, EXCURSION, CAMPS & TRIPS

TERMS AND CONDITIONS

Rationale

This document outlines the terms and conditions for Bayside Christian College ("College") Activities ("Terms and Conditions").

Policy Statement

Activities arranged by the College have an educational purpose and are fully integrated within the curriculum.

The College is committed to ensuring Activities are age-appropriate and inclusive increasing a sense of belonging for all students, including Aboriginal and Torres Strait Islander students, students with a disability and students with racial, ethnic, linguistic and gender diverse backgrounds.

The College endeavours to maintain a reasonable balance of Activities it offers to students, bearing in mind the potential impact of such experiences on the taught curriculum and parents' financial outlay.

Application

This policy applies to all parents and carers of students enrolled at the College.

Definitions

Word/s	Definition
Out-of-Routine Activities	Including (but not limited to) incursions, single-day excursions, overnight excursions, camps, interstate trips, international / exchange / cultural trips and adventure activities.
Extracurricular Activities	Including (but not limited to) music lessons, sports lessons.
Other Activities	Including (but not limited to) attendance at the Year 12 Valedictory Dinner (parents/friends) and borrowings from the library beyond the due date (including losses).
Activity / Activities	Any one or more of Out-of-Routine Activities; Extracurricular Activities and Other Activities.
Parent, You, Your	The person or persons who have legal parental responsibility for the Student, including legal guardianship.

Word/s	Definition
Student Behaviour Contract	A contract to which the College requires its students to abide when they participate in Activities, regarding the behaviour they are required to display and adhere to
Teacher-in-charge	The College staff member responsible for organising the Activity.
Third-Party Supplier	The company or person engaged to provide the College's students with products or services for the purposes of conducting, or for use in the course of an Activity.

Terms

- By consenting to your child's participation in the Activity being conducted by or on behalf of the College, you confirm that you have read, understood and agree to:
 - any terms and conditions set out in the consent form relating to the Activity;
 - these Terms and Conditions; and
 - any other documents provided by the College to you in connection with the Activity.

Payments, Cancellations, Alterations, Additional Costs and Refunds

PAYMENT

- The costs of many Activities are built into your College fees. However, if the costs of an Activity, in whole or in part, are not covered in College fees, you will be asked to pay for all such costs, charges and expenses associated with the Activity ("Charges").
- The College will notify you in advance of the Due Dates and required method for payment in the materials that relate to the Activity. Payment methods will include either direct payment from you or a charge to your Account.
- Please note that if your child's College fees account is in arrears at any time from the initial application date for the Activity or at any point up to the Activity's commencement date, your child will not be permitted to participate in the Activity unless those arrears are brought up to date and all elements of the College's standard business terms are otherwise adhered to. (Please refer to the Terms of Enrolment).

CANCELLATION BY YOU

- If you wish to cancel your child's participation in an Activity, you must notify the College in writing.
- A cancellation will not take effect until the College has received and accepted the written cancellation notice. Any cancellation notice must be received by the College as soon as reasonably possible.
- The College will provide details of any cut-off dates for cancellations in the Activity documentation. You acknowledge that the amount of any refund that you might

obtain from Third Party Providers and the College may be reduced if cancellation notices are received after specified cut-off dates.

CANCELLATION OR ALTERATION BY THE COLLEGE

- The College may notify you that it will not allow your child to attend an Activity or participate in part of an Activity, at its sole discretion, if:
 - o you do not provide information required by the College regarding your child (including all medical information, and action and management plans that are accurate, complete, and up to date);
 - o your child does not meet necessary health and other reasonable inherent requirements for participation in the Activity or an element of the Activity;
 - o your child does not possess the necessary travel documentation and / or written evidence of having been administered the required vaccinations;
 - o you do not pay all the Charges associated with the Activity by the Due Date; or
 - o disqualification occurs under section **Student Behaviour** within this document.
- You also acknowledge that the College may need to cancel or alter the Activity and any associated arrangements at short notice, whether for safety reasons or due to circumstances beyond the control of the College.

ADDITIONAL COSTS AND REFUNDS

- If your child is unable or becomes ineligible to attend an Activity, the College may attempt to reallocate your child's reservation to another student.
- If no other student can be allocated your child's reservation, you will be responsible for any cancellation fees and/or costs.
- If another student is allocated your child's reservation, you will be responsible for any fees arising from the reallocation.
- Where the College has been required to cancel or alter an activity, the College reserves the right to pass resultant additional costs on to you.
- Any refund (or partial refund) that you may be entitled to receive, will be determined after deduction of any cancellation fees and costs.
- Where a Third-Party Supplier or insurance claim is involved, you will not be entitled to a refund or payment from the College unless and until the College receives the corresponding refund or payment from the Third-Party Supplier or from the College's insurer and any such refund will be limited to your proportionate share of that refund or payment.
- While the College will try to minimise inconvenience and loss suffered or costs incurred by you and your child due to cancellation or alteration, the College will not be liable to you or any other person for any financial or other loss suffered by you or your child or anyone else as a result.

Medical Information and Treatment

- During the Activity, there may be a need for your child to receive medical attention. This might relate to any injury suffered, or a medical condition or illness requiring treatment. In these circumstances, you authorise the College or its representatives to engage such ambulance, patient transport, or hospital, medical, surgical or other treatment as they deem necessary.
- You give permission for the administration by a person appropriately qualified in First Aid of:
 - paracetamol and/or antihistamine to your child where necessary as provided by you in the Medical Information Form;
 - any other medication required by your child as notified in the Medication Information Form and nationally approved Medical Action Plans.
- You agree and acknowledge that you will ensure that the medical details of your child remain up to date at all times including providing the College with up-to-date Medical Action Plan(s) and medication required to be taken.
- You agree to provide medication in the original boxes with the original dosage sticker still legible on the box.
- If your child is injured or requires medical attention whilst attending an Activity, you may be responsible for relevant costs. Some medical costs may be covered by Medicare, and your private health insurance and ambulance cover.
- You must clearly state all your child's dietary requirements and any allergies at the time of booking the Activity on the forms provided.

Insurance

- In order for your child to participate in the Activity, you are required to have private health insurance for your child, and separate ambulance cover. It is up to all parents / carers to decide what types and what level of private insurance they wish to arrange to cover their child.
- If your child is attending a trip outside of Victoria, they will also be required to have appropriate travel insurance. Your child's insurance protection must include at a minimum, medical (including ambulance, hospitalisation and evacuation), cancellation of flights and / or accommodation, personal injury and accident, death, personal baggage and money, and personal liability insurance.
- If requested by the College, you must provide the College with evidence of your child's insurance cover. If you fail to provide the College with evidence of your child's insurance cover, the College may elect, in the College's discretion, to not allow your child to attend the Activity.
- The College maintains limited student accident and travel insurance. You may inspect the insurance policies upon request. However, the College does not guarantee your child will necessarily be covered by these policies in the event of accident or illness, or that all costs and expenses will necessarily be covered. In the event of an accident or illness involving your child, you will be required first to seek recovery from your Medicare or your other insurance policies before you seek to rely on the College's accident or travel insurance policies. You will be responsible for any amount that is not covered by insurance (including any deductible).

Overseas Travel

TRAVEL DOCUMENT AND VACCINATIONS

- It is your responsibility to ensure that, where required for an Activity, your child's passports, visa(s), travel permits, or documentation required to attend the Activity are obtained, are in order, and that your child has received all required vaccinations.
- If a passport is required for the Activity, your child's passport must have an expiry date of at least twelve (12) months after completion of the Activity (or a longer period if this is a requirement of any relevant nation).

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE (DFAT)

- The Smartraveller website is the Australian Government, Department of Foreign Affairs and Trade ("DFAT"), travel advisory and consular assistance service. This site also provides useful travel information and tips.
- You and your child are responsible for familiarising yourselves with any overseas travel recommendations or conditions set out on DFAT.
- The College will use reasonable efforts to ensure that it:
 - o complies with any DFAT travel advice current for the proposed location;
 - o notify DFAT of relevant overseas travel plans;
 - o subscribes to receive automatic travel advice updates from the Smartraveller website both prior to the Activity and when overseas; and
 - o reviews its risk assessment if there are any changes to the DFAT travel advice.

Emergency Notifications and Communications

- In the event of an emergency, accident or injury, the College staff at the Activity will use reasonable efforts to take emergency action as documented in the risk management plan developed specifically for the Activity.
- In the event of an emergency while overseas, the College will contact DFAT and the College's insurer.
- You will be advised of the telephone numbers (both during and outside College hours) for the designated College contact person in the event of an emergency.
- Consent forms will remain at the College with the designated College contact person and copies of each form will be taken on all Activities by the staff in charge.

Student Behaviour

STUDENT BEHAVIOUR STANDARDS

- Some Activities will require your child to sign and comply with a Student Behaviour Contract. However, in any case, the College requires the highest standards of behaviour from students whenever they are seen to represent the College, including in any Activities.
- Only students who have displayed safe and reliable behaviour, both at College and while in College uniform and at earlier Activities, will be permitted to participate in

College Activities. If a student fails to meet College standards and expectations, he may risk losing the privilege of participating in an Activity.

- Any decision to exclude your child from an Activity or Activities will be made by the Principal or relevant Head of School, in consultation with the organising teacher. Both you and your child will be informed of this decision prior to the Activity commencing.

Misbehaviour

- Any misbehaviour by your child during an Activity or behaviour that poses a danger to themselves, or others may result in them being withdrawn from the Activity, being sent back to College or having to be sent home.
- If your child requires to be sent home, you will be contacted to discuss the circumstance and logistics associated with the decision to send your child home.
- Any costs / losses associated with your child's return will be your responsibility.

Parent / Carer Volunteers

- All parents / carers who participate in any Activity are required to have a current Working With Children Card – which is to be presented to the organising teacher.
- It is a requirement that each parent / carer participating in an Activity completes an online College induction that includes reading and acknowledging compliance with College policies prior to attending the Activity.

Risk Acceptance

- You acknowledge that you are choosing for your child to participate in the Activity. It is your and your child's responsibility to familiarise yourselves with all relevant Activity information, applicable Government guidance and directives, including applicable risks in the location of the Activity.
- You agree and acknowledge that your child's participation in the Activity involves inherent risk that may be unpredictable and that such risks can result in personal injury and / or property damage or loss.
- You voluntarily and expressly accept and assume, both on your own behalf and on behalf of your child
 - all responsibility for all risks associated with the Activity; and
 - all liabilities arising from your child's participation in the Activity, regardless of whether or not described in these Terms & Conditions.
- Notwithstanding this clause, the College will use reasonable endeavours to minimise the risk of loss or damage suffered by you and your child in connection with the Activities.

Limitation of Liability

- To the extent permitted by applicable law, you hereby release the College, the College's employees and contractors, and any volunteers from all claims that you or your child may have against any of them, and any costs, expenses, or other payments that you or your child may otherwise incur at any time, as a result of or in connection, whether directly or indirectly, with any Activity in which your child may participate.

Third Party Suppliers

- Certain Third-Party Suppliers will be supplying products and services as part of the Activity. Those products and services may be subject to separate terms and conditions issued by the Third-Party Suppliers. The College will endeavour to provide those terms and conditions to you at the time you make the initial booking (including details of associated Costs). Third-Party Suppliers' terms and conditions may deal with issues such as safety policies and cancellation policies. Where the College enters into a contract with a Third-Party Supplier in relation to the supply of products and services during or as part of the Activity, the College does so on your behalf.
- A Third-Party Supplier (and not the College) is responsible for the product or service that the Third-Party Supplier is providing and it (and not the College) is liable for any breach by it of its obligations in respect of that product or service.
- A Third-Party Supplier may change the price of its products and services if any new surcharges, fees or taxes are introduced or if any existing surcharges, fees or taxes are varied, even after you have paid all of the quoted price for its products and services. You will be responsible for any price increase as a result.
- Although the College has made reasonable enquiries and believes that the Third-Party Suppliers are qualified and appropriately licensed to provide the goods and services that they are contracted to perform, the College will not be held liable for any injury, damage, negligence loss, delay or irregularity that may occur due to any act or omission or behaviour of these third-parties.
- The College does not warrant the performance of any Third-Party Supplier, and you release the College, its officers, employees, personnel and any volunteers from any liability for any loss, damage, cost or expense (including any property damage or personal injury) suffered by you or your child or any other person which arises from any act or omission of the Third-Party Supplier or failure by a Third-Party Supplier to meet your or your child's expectations.
- (f) The College will take reasonable steps to enforce the Third-Party Supplier's terms and conditions in the event of a default by the Third-Party Supplier.

Warranty

- You warrant to the College that the information you provide about your child is true, accurate, current and complete, and that you will keep it up-to-date.

Duty of Care

- The College and the College's staff have a duty of care to the students. This means that they must ensure that reasonable steps are taken to prevent any reasonably foreseeable harm to students. This duty is non-delegable, which means that it cannot be delegated to external camp or education providers, parents or volunteers or Third-Party Suppliers. The designated teacher in charge has ultimate responsibility for all students in their care, and will exercise that responsibility, even if it means cancellation or curtailment of the Activity or any part of it.
- External education providers, paraprofessionals and volunteers must have appropriate certification (e.g., Working with Children Cards, qualifications) and ensure that supervision guidelines are followed.

COVID

- The College will be organising Activities in accordance with any Guidelines of the Department of Education and the Department of Health and Human Services (Guidelines).
- Students must comply with all directions provided by the College (and its representatives) in connection with protocols and health and safety plans whilst participating in an Activity.
- All requirements will be outlined in the information sent to you as part of planning the Activity.
- It is important to note that controls put in place are regularly monitored and reviewed to ensure they remain effective and in accordance with any Guidelines. The College may amend these controls from time to time as the College deems appropriate.
- Students showing signs of COVID-19 symptoms prior to any Activity will not be able allowed participate in the Activity.
- If any student show signs of COVID-19 or other illness during an Activity, they will, in the College's discretion, be isolated from the rest of the group. You authorise the College to take any action it reasonably considers necessary (which may include arranging for your child to undergo testing for COVID-19, and being isolated or quarantined, or hospitalised or brought home). The College will use reasonable endeavours to consult with you prior to taking such action. You agree and acknowledge that all Costs associated with any action taken by the College will be your responsibility.
- Appropriate personal protective equipment (PPE) will be required to be worn by those unwell.