



Education, Community and Volunteering Programs Terms and Conditions

The following terms and conditions apply to individual and group clients at Callan Park, Centennial Parklands, Western Sydney Parklands, Parramatta Park and Fernhill Estate in relation to the education, community and volunteering programs, including corporate volunteering (the **Program**) delivered by Greater Sydney Parklands Trust and the associated Trusts (as defined under the *Greater Sydney Parklands Trust Act 2022 (NSW)* (the **Trust**). It is the client's responsibility to ensure that all participants of their group are familiar with the conditions.

1. Rates

- (a) **Annual Rates:** Rates will be reviewed and updated at least each financial year.
- (b) **Quotes:** A quote is only valid for the financial year in which it is given. Rates are subject to change each financial year and increases may apply. Where a quote is issued for the upcoming financial year, the appropriate rate adjustments will be made.
- (c) **Group booking rates:** For education bookings, please refer to the [Education and community programs rate card](#) for group booking rates.

For corporate volunteering bookings, please refer to the [Corporate volunteering page](#) for group booking rates.

2. Booking Amendments and Payments

- (a) **Public programs:** Any booking for the Program through the Greater Sydney Parklands' website is final and cannot be amended. Payments are to be made online via the booking portal. Booking fees may apply and will be displayed on the website prior to booking.
- (b) **Group bookings:** Any group bookings are to be made directly through our booking officers. Enquiries can be made by phone or email as specified on our website. A booking confirmation will be sent upon enquiry. This confirmation formalises the booking and its associated costs. An invoice will be sent and payment is required within 30 days of receipt of the invoice. Payment methods will be outlined on the invoice.

3. Refunds and Cancellations

- (a) **Wet weather:** All Greater Sydney Parklands programs will go ahead in wet weather. In the case of severe weather (high winds, torrential rain or lightning), the Trust reserves the right to cancel the Program. A refund might be offered at the Trust's discretion.
- (b) **COVID-19, Infectious Disease and Viruses:** Individuals and group organisers are to ensure that all attendees associated with the booking do not attend if:
 - I. they show any COVID-19, infectious disease or virus symptoms or feel unwell;
 - II. they have had a fever, diarrhoea or vomiting within 12 hours of the program;
 - III. they have been asked to self-isolate; or
 - IV. they have had a positive COVID-19 test result and continue to have symptoms.
 - V. If any of the above apply to you or any attendees associated with the booking, we request that you do not attend this Program. Please contact us via education@gsp.nsw.gov.au to arrange a refund of your ticket.
- (c) **Public Programs:** No refunds apply for cancellation of bookings made through Greater Sydney Parklands' website or the booking portal. It is your responsibility to check availability and number of tickets booked prior to completing the booking. The Trust reserves the right to cancel the event in case of dangerous weather or if minimum participation numbers are not met.
- (d) **Group (except schools):** Where a cancellation is requested within 48 hours of the booking commencement time, a cancellation fee will apply.
- (e) **Schools:** Where a cancellation is requested within 8 days of the booking commencement time, a cancellation fee may apply.

4. Insurance

- (a) For any education or corporate volunteering bookings, the organiser must effect public liability insurance in an amount not less than \$20,000,000.00.
- (b) The organiser must provide a copy of the public liability insurance policy to the Trust or other evidence satisfactory to the Trust that the organiser has effected, maintained and renewed the insurance policy.

5. Education Bookings

- (a) Responsibility for duty of care and behaviour management remains solely with the attending teachers and support staff. The Trust's staff will not assume duty of care at any time.
- (b) A minimum teacher-to-student ratio of 1:30 is required. Groups exceeding 30 students will be divided into smaller groups of 30 or fewer. Please ensure sufficient staff are present to meet this ratio.

6. Waiver, Release and Indemnity

- (a) By placing a booking for the Program, you agree that:
 - I. you acknowledge and agree that participating in the Program carries with it certain risks and you accept (to the maximum extent permitted by law) all risks and associated with your participation in the Program.
 - II. The hazards include, but are not limited to, plant and animal life, accidents with vehicles, actions of participants and Greater Sydney Parklands' personnel, supporting agencies, weather conditions, condition or suitability of participant's clothing, footwear or equipment.
 - III. you indemnify the Trust and its respective officers, directors, employees, independent contractors, representatives, agents and volunteers (the **Indemnified Parties**) for any claims or losses related to your participation in the Program, except to the extent where such liability is caused by the negligence of the Indemnified Parties.
 - IV. you release and discharge the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for loss (including consequential and economic loss), injury, damage or liability arising as a result of, or in connection with, your participation in the Program, except to the extent where such liability is caused by the negligence of the Indemnified Parties.
 - V. nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.
 - VI. you agree to abide by the Program rules, and you will comply with all instructions issued to you by or on behalf of the Indemnified Parties in relation to your participation in the Program.