

## TERM & CONDITIONS | Year 13 Youthworks Student Enrolment

### 1. MAKING YOUR APPLICATION

- 1.1** An application is confirmed only when both references and the health check are received by Year 13 and Year 13 has provided written confirmation to the applicant stating that the application was successful. Until confirmation occurs, no contractual relationship has been created between Year 13 and the applicant (or anyone associated with the applicant).
- 1.2** Applications will be accepted in the order of their arrival to Year 13 and Year 13 reserves the right to accept or reject any application as seen fit. Applications will close when all positions have been filled. Once the program is filled, potential applicants may be placed on a waiting list.
- 1.3** Completion of application indicates the willingness of the applicant (and where appropriate parent/guardian) to participate in all entertainment / activities associated with the program, including but not limited to those indicated in advertising and promotion of the program.
- 1.4** Payment can be made by EFT, credit card (only VISA or MasterCard are accepted, and a credit card surcharge will apply), cheque or postal order. Large cash payments will be refused. Any reference to dollars or \$ is to Australian currency.
- 1.5** Unless otherwise specified program fees include accommodation (where the program includes overnight stays), meals, suitable supervision, appropriate entertainment / activities, skilled instruction, transport (when specified) and use of relevant equipment.

### 2. ACCIDENT OR ILLNESS

- 2.1** In the event of accident or illness it is agreed that Year 13 has consent, where it is impracticable to communicate with the parent/guardian/next of kin, to request for the applicant to receive any medical, surgical or hospital treatment as may be deemed necessary by a licensed physician and/or surgeon. It is also agreed that the applicant or parent/guardian/next of kin will agree to pay the appropriate fees for such service and treatment. As well as the expense of the applicant being returned home, either by Year 13 or an adult accompanying the applicant and then re-joining the group or by collecting the applicant personally.

### 3. IMAGE CAPTURING

- 3.1** Completion of application is an acknowledgement that the applicant agrees to be filmed, photographed and/or recorded in appropriate settings by the Year 13 organisers and that the applicant, or anyone associated with the applicant, will have no claim over any future use of such material, whether used for promotional or commercial purposes. For exceptions to this please email [year13@youthworks.net](mailto:year13@youthworks.net) prior to the programs start date.

### 4. SMOKING, ALCOHOL AND DRUGS

- 4.1** Year 13 programs are tobacco-free, vaping-free and alcohol-free spaces.
- 4.2** The possession and/or use of medications for personal use is only permitted for prescription drugs where prescribed by a medical practitioner, or where over-the-counter drugs as permitted by law (i.e. for legitimate medical reasons); and only when taken in accordance with the recommended dosage and directions.
- 4.3** No applicant shall unlawfully possess, use, be under the influence of, sell, or distribute illicit drugs while engaged in a Year 13 program.
- 4.4** Applicants with concerns or queries in relation to Year 13 programs and smoking, alcohol use or medications should email [year13@youthworks.net](mailto:year13@youthworks.net).

### 5. FORCE MAJEURE

- 5.1** Year 13 will not be liable for any delay in performing or non-performance of any of its obligations under a program due to strikes, acts of God, fires, explosion, flood, riot, lockouts, injunction, interruption of transportation, accidents, inability to obtain supplies, war, government action, pandemic or other circumstances beyond its reasonable control.

### 6. RELEASE AND INDEMNITY

- 6.1** To the extent permitted by law, the applicant (or anyone associated with the applicant) releases Year 13 / Youthworks, its Council members, employees and any person acting on their behalf from any and all liability to the applicant (or anyone associated with the applicant) relating to, arising from, occasioned by, attributed to or caused by any intentional or unintentional act or omission, negligence, an accident and/or misfortune.
- 6.2** The applicant (or anyone associated with the applicant) agrees and accepts that the above mentioned release can and may be pleaded by Year 13 / Youthworks, its Council members, employees and any person acting on their behalf as a bar to any proceedings commenced by the applicant (or anyone associated with the applicant) alleging liability arising from, occasioned by, attributed to or caused by any intentional or unintentional act or omission, negligence, an accident and/or misfortune.

**6.3** The applicant (or anyone associated with the applicant) agrees to indemnify and keep indemnified Year 13 / Youthworks, its Council members, employees and any person acting on their behalf from and against all claims, expenses and losses arising from, occasioned by, attributable to or caused by any injury to any person (including death) or damage to any property arising from or as a consequence of any breach of the Conditions by the applicant or of any intentional or unintentional act or omission or negligence on the part of the applicant (or anyone associated with the applicant).

## **7. CANCELLATION BY APPLICANT**

**7.1** All cancellations must be lodged with Year 13 in writing and are subject to payment of a fee which covers (and is in consideration of) Year 13's costs incurred, and services performed by, Year 13 in respect to the application including but not limited to reserving a position for the applicant to attend the program.

**7.2** Cancellations made up to 56 days prior to the commencement of the program will incur a charge of 25% of the deposit. Cancellations made 55 days – 28 days prior to commencement of the program will incur a charge of 50% of the deposit. Cancellations made 27 days prior to the commencement of the program will incur a charge of 75% of the deposit. Cancellations made after the program has begun will incur a charge of 100% of deposit. Written 3 months' notice is required or 3 months fees will be payable in lieu thereof. Deposit paid may go towards the 3 months fees payable.

## **8. CANCELLATION BY YEAR 13 / YOUTHWORKS**

**8.1** The applicant agrees that Year 13 has the right to cancel a program;

- if applications for a program do not exceed minimum number requirements,
- if Year 13 Employee / Leader numbers are below reasonable levels of supervision requirements, or
- due to circumstances beyond Year 13's reasonable control which means it is not viable for Year 13 to operate the program as planned.

Where a program is cancelled by Year 13 refunds will be less any unrecoverable costs. Year 13 is not responsible for any incidental expenses that the applicant (or anyone associated with the applicant) may have incurred as a result of the program application.

**8.2** The applicant acknowledges and agrees that Year 13 is empowered to take action including terminating the applicant's presence at the program without notice for, if in the opinion of Year 13, jeopardising the safety or rights of others or who appears to have rejected the reasonable controls of the program. It is agreed that the applicant (or parent/guardian/next of kin) will meet the expense of the applicant being returned home, either by Year 13 or an adult accompanying the applicant and then re-joining the group or by collecting the applicant personally. It is understood that such an arrangement may be necessary due to, in the opinion of Year 13, non-cooperation of any description or the inability to meet the rigors and requirements of the program by the applicant.

## **9. PRIVACY**

**9.1** The applicant agrees and consents to the collection of private information by Year 13 / Youthworks in accordance with Youthworks' Privacy Policy and subject to the *Privacy Act 1988* (Cth) and the National Privacy Principles within that Act and where applicable, the *Health Records and Information Privacy Act 2002* (NSW) and the Health Privacy Principles within that Act.

**9.2** By providing private information to Year 13, Year 13 / Youthworks may use it to maintain contact with the applicant about our work, to report to the applicant about our work, or to encourage the applicant to learn about what we do. The applicant has the right to access the personal information Year 13 holds about them, with the exception of information gathered in relation to child protection issues. If the applicant would like they can contact our Privacy Compliance Officer at [privacy@youthworks.net](mailto:privacy@youthworks.net).

## **10. SEVERABILITY**

**10.1** Each word, phrase, sentence, paragraph and clause of the Conditions is severable. If a court determines that a part of the Conditions is unenforceable, invalid, illegal or void, that court may sever that part. Severance of any part of the Conditions will not affect any other part of the Conditions (as applicable).

**10.2** Where a word, phrase, sentence, paragraph or other clause or provision of the Conditions would otherwise be unenforceable, illegal or void, the effect of that word, phrase, sentence, paragraph or other clause or provision shall so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

## **11. GOVERNING LAW**

**11.1** These Conditions will be governed and constructed by the laws of New South Wales.

**11.2** Year 13 / Youthworks and the applicant (or anyone associated with the applicant) submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and waive any right to claim that those courts are an inconvenient forum.