

COMPLIANCE

1. The service provider must:
 - a. Supply and use equipment in good and sound condition, and if required, such equipment must display registration certificates in accordance with regulations and laws governing the activity;
 - b. Ensure that their staffs are fully trained, capable and qualified to implement the activity safely;
 - c. Have in place current risk management and safety plans for the activity;
 - d. Ensure the participants are inducted for the activity and made fully aware of inherent risks in such activity before participation commences;
 - e. Ensure first aid is available for the participant as well as a plan for urgent medical attention;
 - f. Ensure the participants are informed of emergency procedures for the venue as part of the induction
 - g. Report to council in writing immediately all incidents of loss, damage or injury pertaining to the activity;
 - h. If a participant requires medication, note details on the information provided to you prior to the activity commencing;
 - i. Keep current a public risk insurance policy for not less than \$20,000,000 or for such higher amount as Council requires from time to time (or as discussed);
 - j. Not do anything to make any insurance void or voidable;
 - k. Not restrict the general public's use of the proposed area;
 - l. Hold a council permit to conduct a business in a public place, unless otherwise arranged or discussed with Council; and
 - m. Comply with any reasonable direction from Council.
2. Providers delivering activities from their home are required to comply with council's directive for conducting a business from home.
3. The service provider must complete all required engagement documents and forms as outlined by council by the required due date. Failure to do so may affect the service provider's involvement in the program.
4. The service provider must not subcontract out its provision of service obligations without the prior written consent of Council.
5. The service provider acknowledges that a participant's personal information is sensitive and must not be disclosed unless permitted by law.
6. The service provider acknowledges that only the participants booked by Council can participate in the session, unless otherwise arranged or discussed with Council.

PUBLIC INFORMATION

7. All details listed as part of Healthy & Active Moreton both in print and digital are subject to editorial discretion by Council without notice.
8. Healthy & Active Moreton is provided without any warranties or guarantees the service will be error free and without disruption both in print and digital.

COUNCIL AGREEMENT

9. The service provider agrees that unless contained in these terms and conditions, Council has not provided advice to the Service provider regarding the management and implementation of the activity including risk and safety management.
10. The service provider agrees to indemnify and keep indemnified, Council from and in respect of all actions, suits, claims, or demands of any kind of whatsoever nature arising out of or relating to the Service provider's participation in activities undertaken by it for the duration of the event.

COUNCIL AGREEMENT (cont.)

11. The service provider acknowledges that the Council have not intimated or accepted any responsibility, or given advice, for any proposed use or activity to be undertaken by the Service provider, and the Service provider forever indemnifies the Council against any loss, damage or injury to any person or property arising out of or relating to the use occupation or otherwise from the proposed activity.

PHOTOGRAPHY CONSENT

12. You give consent to Council to make and/or retain an image or images of you for the purposes of publishing materials related to the activities, programs and services of the Council without acknowledgment and without being entitled to remuneration or compensation.

PROCUREMENT

13. The Moreton Bay Regional Council Purchase Order Terms and Conditions, will govern the delivery of the activity.
14. The Moreton Bay Regional Council Purchase Order Terms and Conditions are located on the Moreton Bay Regional Council website: mbrc.qld.gov.au.
15. It is the responsibility of the service provider to familiarise themselves with the current Terms and Conditions of Delivery and Purchase Order Terms and Conditions.

ACTIVITY CHANGES

16. The service provider may deem it unreasonable and unsafe to continue with the activity in the event of rain or abnormal climatic conditions. It is the service provider's sole responsibility to determine if conditions are unstable for the activity, and to inform Council of any changes in a timely manner.
17. The service provider is responsible for the contact of all participants (call, sms, and/or email) in the event there is a change to an activity outside of council hours (Monday - Friday 8am-5pm). Participant contact details will be provided on the activity list.
18. In the event an activity is cancelled due to weather conditions; payment will be determined based on the service provider's engagement.
19. The service provider agrees to submit all documents and reports required by council in the timely manner after each session. Failure to do so may affect or delay the payment for service.
20. The service provider acknowledges that if you are required to cancel your participation in the program that you will give Council officers no less than 48 hours' notice prior to the scheduled activity date.
21. Council reserves the right to cancel the activity/s at any time for any reason. Council will endeavour to contact the activity provider a minimum of 24 hours prior to the start time of the activity.
22. If an activity is cancelled in a timely manner by Council, and the service is therefore not delivered by the service provider, the agreed fee (if applicable) is not required to be paid to the service provider by council.
23. In the event an activity is cancelled for whatever reason it is at the sole discretion of Council if the activity is to be rescheduled to a later date.

DEFINITIONS

Activity means the service/s nominated in the Purchase Order.

Participant means participants in the activity.

Council means Moreton Bay Regional Council.

Service provider means the entity that will provide and deliver the activity listed on the Purchase Order.