

Postal Address

PO Box 159
Caboolture QLD 4510

Sport & Recreation Programs

(07) 3205 0555
HealthyActive@moretonbay.qld.gov.au

Website

www.moretonbay.qld.gov.au
www.mbrc.qld.gov.au/healthy-active

1 DEFINITIONS

Activity means the service/s nominated in the Purchase Order, including the Items (if any).

Council means Moreton Bay City Council.

Logo means the graphic representation of Healthy & Active Moreton, Active Holidays, and/or supported by Council graphic.

Participant means participants in the Activity.

Personal Information means Personal Information as defined within the *Information Privacy Act 2009* (Qld) as amended from time to time.

Venue means the location the Activity will be delivered at.

2 GENERAL

The agreement between Council and the Supplier comprises the following documents:

- a. the Council Purchase Order Terms and Conditions located on the Moreton Bay City Council website:
mbrc.qld.gov.au/files/assets/public/council/finance/purchase-order-terms-and-conditions.pdf;
- b. these Terms and Conditions; and
- c. any Purchase Order.

Where there arises any inconsistency or ambiguity between provisions in different documents which constitute the agreement, the order of precedence to resolve the inconsistency or ambiguity will be from document a. to c. above. If the above order of precedence cannot resolve the ambiguity, discrepancy or inconsistency, the Council will notify the Supplier of the interpretation to be followed and the Supplier must comply with any such direction.

It is the responsibility of the Supplier to familiarise themselves with these Terms and Conditions, and the Council's Purchase Order Terms and Conditions.

3 COMPLIANCE

The Supplier 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 agents, employees, subcontractors and consultants 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 the Participants are informed of emergency procedures for the Venue as part of the induction;
- f. Ensure first aid is available for the Participant (and any other persons in connection with the Activity) as well as a plan for urgent medical attention;
- 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 the details 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;
- m. Hold an agreement with a Venue (on terms acceptable to Council) and comply with their conditions of hire (if applicable);
- n. Stay up to date and comply with any legislative or Government health directives, including any directions from the Chief Health Officer; and
- o. Comply with any reasonable direction from Council.

Where the Supplier is delivering Activities from its home, it must comply with Council's directive for conducting a business from home.

The Supplier must not subcontract out its provision of service obligations without the prior written consent of Council.

The Supplier must complete all required engagement documents and forms as outlined by Council by the required due date. Failure to do so may delay payment of the service or affect the Supplier's involvement in the program.

The Supplier acknowledges that only the Participants that have booked into the Activity can participate in the Activity, unless otherwise arranged or discussed with Council.

4 PUBLIC INFORMATION

All details listed as part of Healthy & Active Moreton and Active Holidays both in print and digital are subject to editorial discretion by Council without notice.

Healthy & Active Moreton, and Active Holidays, is provided without any warranties or guarantees the service will be error free and without disruption both in print and digital.

5 COUNCIL AGREEMENT

The Supplier agrees that unless contained in this agreement, Council has not provided advice to the Supplier regarding the management and implementation of the Activity including risk and safety management.

The Supplier 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 Supplier's (and any of its agents, employees, subcontractors and consultants) and Participant's participation in the Activities.

The Supplier 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 Supplier, and the Supplier 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.

6 PHOTOGRAPHY CONSENT

The Supplier consents to Council making, producing and retaining any video, image or images of the Supplier (including any of its agents, employees, subcontractors and consultants) 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.

7 PARTICIPANT BOOKINGS AND CUSTOMER SERVICE

Council is responsible for managing all Participant bookings, and fees (if applicable), and customer service for the Supplier's Activity. Participants will be advised to contact the Supplier directly if they have any specific questions about the Activity.

The Supplier agrees to login to TicketSearch system and generate a Participant list report before the delivery of each Activity, reviewing all Participant details and noting medical conditions.

8 ACTIVITY CHANGES AND CANCELLATIONS

Outside of Council Hours

In the event there is a change to an Activity outside of Council hours (Monday-Friday, 8:00am-5:00pm), the Supplier is responsible for the contact of all Participants (including by way of telephone call, SMS and email). Participant contact details are listed on the participant list report.

Within Council Hours

In the event there is a change to an Activity within Council hours (Monday-Friday, 8:00am-5:00pm), the Supplier is responsible for informing Council of any changes in a timely manner. Council is responsible for the contact of all Participants (call, SMS, and/or email) unless otherwise arranged or discussed with Council.

Inclement Weather

In the event of rain or abnormal climatic conditions, the Supplier may deem it unreasonable and unsafe to continue with the Activity. It is the Supplier's sole responsibility to determine if conditions are unstable for the Activity and to inform Council of any changes or cancellations in a timely manner.

In the event an Activity is cancelled due to weather conditions payment of the agreed fee will be determined based on the Supplier's engagement.

Service Provider Non-Attendance

In the event a Supplier's attendance at an Activity is impacted by events outside of their control, the Supplier agrees to inform Council immediately or in a timely manner on the above contact details, and notify all Participants (including by way of telephone call, SMS, and email) (if applicable).

Council Request

Council reserves the right to cancel the Activity(s) at any time for any reason, including low participant bookings. Council will endeavour to contact the Supplier a minimum of 24 hours prior to the start time of the Activity.

If an Activity is cancelled in a timely manner by Council, and the service is therefore not delivered by the Supplier, the agreed fee is not required to be paid to the Supplier by Council.

In the event an Activity is cancelled for whatever reason it is at the sole and unfettered discretion of Council if the Activity is to be rescheduled to a later date.

Service Provider Withdrawal

The Supplier acknowledges that if you are required to cancel your participation in the program that you will give Council no less than 48 hours' notice prior to the scheduled Activity date.

In the event a Supplier cancel's their participation in the program, and the service is therefore not delivered, the agreed fee is not required to be paid to the Supplier by Council.

9 PROMOTION AND MARKETING

The Supplier agrees to proactively promote their Activity to increase awareness and participation.

The Supplier agrees to acknowledge Council's support in the Activity when promoting their Activity to the public.

If the Supplier receives permission from the Council to use a Council logo for the purpose of promoting their Activity, such logo may not be modified, distorted or in any way re-drawn.

Where the Council provides any marketing related items, material or collateral to the Supplier to be incorporated in or used as part of the Activity, the Supplier must:

- a. to the extent required by Council, prominently display, use or incorporate the relevant item, material or collateral into the Activity; and
- b. within 14 days of the conclusion of the Activity, return all Council provided items, material or collateral to the Council (unless otherwise directed by the Council).

10 PRIVACY

If the Supplier collects or has access to Personal Information in order to provide the Activity, the Supplier must:

- a. comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this Contract, as if the Supplier was the Council;
- b. not use Personal Information other than for the purposes of the Activity, unless required or authorised by law;
- c. not disclose Personal Information without the consent of the Council, unless required or authorised by law;
- d. not transfer Personal Information outside of Australia without the consent of the Council;
- e. ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;
- f. ensure that its sub-officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
- g. ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Supplier under this clause;
- h. fully co-operate with the Council to enable the Council to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- i. comply with such other privacy and security measures as the Council reasonably advises the Supplier in writing from time to time.

The Supplier must immediately notify the Council on becoming aware of any breach or potential breach of this clause.