

Terms & Conditions for Program Providers for CWPP Program

(in addition to Council's Basic Purchasing Conditions)

1. Definitions

- a. **Activity** means a sport and/or active recreation activity of approximately 60 minutes duration offered by a Program Provider once a week for 8 weeks.
- b. **Class Roll** means the roll produced by Council of persons who are registered to participate in a (particular) Session under the CWPP Program.
- c. **Commencement Date** means the date on which the Program Participant is engaged to deliver Sessions for the CWPP Program.
- d. **Council** means Tablelands Regional Council.
- e. **Expiry Date** means the date 3 months after completion of the CWPP Program when the Program Provider submits their final evaluation to Council.
- f. **CWPP Program** means the Community Wellbeing and Participation Program.
- g. **Participant/s** means a resident of the Council's local government area who is registered to participate in the CWPP Program.
- h. **Program Provider** means the qualified, certified and insured individual, business, club or community organisation engaged by Council under the CWPP Program to deliver sport and/or active recreation Activities to the community.
- i. **Session/s** means one or more of the 8 offerings of each Activity by the Program Provider under the CWPP.

2. Term

- a. The Commencement Date for these Terms and Conditions is the date on which a Program Provider is engaged by Council to provide the Activities under the CWPP Program.
- b. The Program Provider will remain registered for the CWPP Program until the date 3 months after completion of the Activities under the CWPP Program when the Program Provider submits their final evaluation to Council.

3. Eligibility

- a. Eligibility Criteria for Program Providers
 - i. To be eligible to provide Activities to the CWPP Program, individuals businesses, clubs and community organisations must:
 1. hold public liability insurance for a minimum of \$20 million;
 2. ensure all persons providing Activities hold a current Working With Children (Blue) Card;
 3. be able to demonstrate prior experience in delivery of quality sport and/or active recreation programs/sessions to the community;
 4. hold relevant qualifications or accreditation in the delivery of sport and/or recreation programs;
 5. have the ability to provide opportunities for inclusive sport and/or active recreation programs;

6. under the CWPP Program, only offer Sessions to Participants who are registered with Council and whose name appears on the Class Roll for that Session;
7. under the CWPP Program, only offer Sessions to Participants who are not existing members or clients of the Program Provider. This requirement is needed to support the CWPP Program objective of promoting increased membership/client base for Program Providers;
8. agree to be bound by Council's Basic Purchasing Conditions, these Terms and Conditions and any other reasonable direction of the Council in relation to the Program Provider's performance under the CWPP Program; and
9. local providers will be given preference in accordance with Council's Procurement Policy.

b. Eligibility Criteria for Community Participation in CWPP

- i. To be eligible to participate in the CWPP Program, Participants must register online with Council to participate in a particular Activity under the CWPP Program.
- ii. One of the objectives of the CWPP Program is to promote increased membership or an expanded client base for local community groups and businesses. Thus Participants in the CWPP Program may not participate in Sessions offered by Program Providers of which they are already members or clients.

4. Session Protocol

- a. CWPP Sessions are to last for approximately 60 minutes.
- b. Program Providers will be required to inform Council of the appropriate attire required to be worn and equipment to be brought to Sessions. Council will notify Participants of these requirements prior to commencement of Sessions.
- c. Program Providers will be entitled to refuse any Participant the right to participate in an Activity or Session if that Participant is reasonably deemed to be intoxicated, under the influence of drugs or other substances, or otherwise behaves in a dangerous or inappropriate manner.
- d. Program Providers are required to offer Sessions exclusively for CWPP Program Participants (i.e. in addition to their existing program, business or club offerings).

5. Acknowledgment of Risk and Indemnity

- a. Program Providers acknowledge that, by participating in the CWPP Program, they are doing so voluntarily.
- b. Program Providers are responsible for making their own enquiries, including seeking independent professional advice, about the capacity or capability of each

Participant seeing to participate in any Activity or Session offered by the Program Provider under the CWPP Program.

- c. Program Providers accept that their participation in the CWPP Program is at their own risk. In consideration for receiving payment from Council for the delivery of Activities to Participants, Program Providers waive, release and forever discharge Council from any and all responsibility or liability for injuries, illness, death or damages sustained by Program Providers and/or Participants whilst they participate in, or as a result of their participation in the CWPP Program.
- d. Program Providers are required to supply their own exercise/sporting and other required equipment for each Activity or Session. Any equipment brought into a Council owned/controlled facility or used during a CWPP Program Session is to be the sole responsibility of the Program Provider.

6. Feedback and Evaluation Obligations

- a. Feedback from Program Providers is important in helping Council improve the delivery of the CWPP Program and to secure external funding for future program offerings. In addition to delivery of the Sessions, the Program Provider agrees to:
 - i. complete an (online) evaluation at the completion of the CWPP Program; and
 - ii. complete a further evaluation (online) 3 months after completion of the CWPP Program to assess the impact of the CWPP Program on their business/club/organisation's membership.
- b. Program Providers can submit feedback or raise any concerns in relation to the delivery of the CWPP Program in writing to:

Tablelands regional Council
PO Box 573
Atherton QLD 4883; or

info@trc.qld.gov.au.

7. Privacy

- a. Council respects the privacy of Program Providers and Participants.
- b. All personal information collected will be treated by Council as confidential and Council will not share or redistribute this information with any third party, except as required by law, or as consented to by the Program Providers and Participants.
- c. Program Providers consent to the disclosure by Council of a Program Provider's relevant personal information to facilitate delivery of the CWPP Program by Program Providers to Participants.

8. Photographic and Media Consent

- a. Council may choose to film or photograph parts of any CWPP Program Sessions. Program Providers consent to the taking of photographs and video footage of their Sessions or Activities as a condition of their participation in the CWPP Program.

- b. Program Providers may seek the consent of Participants for photography and filming of Sessions. Any such an agreement between Program Providers and Participants will be independent of Council.

9. Survival and Jurisdiction

a. Survival

If any of these Terms and Conditions are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms and Conditions will continue in full force and effect, severing the void term.

b. Jurisdiction

These Terms and Conditions are governed by the laws of Queensland. Participants agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction and courts hearing appeals from those courts.