

21st November 2024



Dear ACA Members,

Re: Camps Booking Agreement - Waivers / Disclaimers & Consent Forms Wording - Victorian Government Schools

I am writing to you to update you on School Camps Booking Agreements Terms and Conditions and Consent Forms.

As many of you are aware, some schools have been refusing to sign camps booking agreements, mostly due to the fact wording on waivers and disclaimers does not comply with the Victorian Education Departments School Excursion Policy.

I have been in discussion with the Victorian Education Department for quite some time trying to find a win/win solution. I am now pleased to inform you that we have come to a position that will satisfy the requirements of the Victorian Education Department, and at the same time provide a level of comfort for all camps.

The wording that has been created is not new to some camps who have been using this, or similar wording for some time. Please note that it is **NOT** compulsory for camps to adopt this wording, and that it is up to you to decide if you wish to include it in your booking agreement or consent form.

At this stage, this wording is only for Victorian camps, and I will be circulating it to all other States and Territories to begin discussions with them to adopt the same wording. I will keep Members in each state up to date as more information comes to hand.

The following wording has been developed:

Booking Agreement no separate Waiver / Release

The following statement be included after the exclusion or release –

“Notwithstanding anything stated in this Agreement, the Hirer does not release or indemnify the provider from any liability for any action, claim, loss, damage, cost or expense arising under or in connection with the Agreement (“Claim”), to the extent to which a Claim is caused or contributed to by the negligent act or default of the provider or its employees, agents or contractors.”

Separate Waiver / Release (Consent Form)

The following statement be included after the waiver or release –

“Notwithstanding anything stated in this Waiver or Release, the participant does not release or indemnify the provider from any liability for any action, claim, loss, damage cost or expense arising under or in connection with the camp or the activities (“Claim”), to the extent to which a Claim is caused or contributed to by the negligent act or default of the provider or its employees, agents or contractors.”

Inserting this wording into your booking agreement will mean your document will comply with the Victorian Education Department's Excursion Policy, and schools will be in a position to sign your booking agreement.

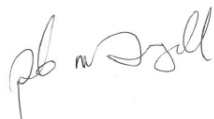
I will provide this wording in a separate word document so you can copy and paste it into your documents.

Please send your updated documents for approval to Jon Sennitt, Principle Lawyer & Manager, Commercial law Unit, Legal Division of the Victorian education Department via email Jon.Sennitt@education.vic.gov.au

Jon will sign off on your documents which will avoid any future issues with Government Schools.

I appreciate everyone's patience on this matter, it has taken a while, but pleasingly we have landed in a position to provide a solution for you to adopt.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'pb m McDougall'.

Peter McDougall
Chief Executive Officer