



AUSTRALIA'S MAGNA CARTA INSTITUTE

RULE OF LAW EDUCATION

Australia's Magna Carta Institute Incorporated

POLICY	Terms and Conditions Policy (TCP) for Law Day Out Court Excursions				
Approval date	26/2/2020	Effective date	26/2/2020	Next review date	30/6/20
<u>POLICY SUMMARY</u>					
What is this Guide About?	<p>Australia's Magna Carta Institute Incorporated (AMCI) is a not for profit run to educate school students about the rule of law and principles established in the Magna Carta.</p> <p>The Law Day Out (LDO) program is run to achieve these goals and provided to schools for a minimal cost that covers a portion of the cost of administering and providing the program.</p> <p>The Terms and Conditions Policy (TCP) sets out the requirements for schools and other educational institutions when entering into an agreement with the AMCI to facilitate a LDO.</p> <p>Acceptance of these terms and conditions constitutes an agreement between Australia's Magna Carta Institute Incorporated and the school or educational institution.</p>				
Who Does it Apply to?	All individuals who work for, or on behalf of ACMI, including managers, supervisors, full-time, part-time or casual, temporary or permanent staff, job candidates, student placements, contractors, subcontractors and volunteers.				

POLICY PROVISIONS

1. BACKGROUND

- 1.1 The key tenets of the TCP is that:
 - 1.1.1 the **Primary Contact Person** is responsible to ensure the necessary preparation by the attending school is undertaken prior to an LDO

- 1.1.2 The **Primary Contact Person** communicates the TCP to all supervising teachers delegated to the LDO
 - 1.1.3 The Primary Contact Person will be guided by the staff of the AMCI regarding the organisation of the LDO
 - 1.1.4 The LDO is available to Year 10, 11 and 12 students only
 - 1.1.5 Non-School Groups may access a LDO by special arrangement only after school groups have been accommodated.
- 1.2 The TCP does not stand alone and should be read in conjunction with the following documents:
- 1.2.1 NSW Department of Education and Communities Excursion Policy, see Section 7.5 Risk Management at <https://education.nsw.gov.au/policy-library/policies/excursions-policy> and/or the relevant Independent School policy document.
 - 1.2.2 AMCI documents found at <https://www.ruleoflaw.org.au/court-excursion-pack/>
 - 1.2.2.1. Court Excursion Pack
 - 1.2.2.2. Office of the Sheriff School Excursion Statement
 - 1.2.2.3 Law Day Out - Venue and Safety Information for School Excursion
 - 1.2.2.4 Flow Chart for Teachers
- 1.3 This policy contains the 'Agreement with Primary Contact Person' which sets out the terms of the LDO.
- 1.4 The AMCI reserves the right to modify and/or change any part of this or the associated agreement without notice.

AGREEMENT WITH THE PRIMARY CONTACT PERSON

I agree:

1. That in registering for the LDO I am the authorised representative of my school/organisation and the **primary contact person** for the LDO.
2. At the time of booking the chosen LDO date I have checked the available date on the school calendar and have been granted approval from my school executive.
3. I am registering my students for only one LDO either in Year 11 or Year 12.
4. At the time of booking my LDO I will provide the AMCI with:
 - a. details about any care requirements for special needs students
 - b. the year and number of students attending
 - c. primary contact person and contact details (name, mobile, email)
 - d. the name and contact details of the main supervising teacher who will be attending the LDO, if I am not the main supervising teacher. If the name of main supervising

- teacher is not known at the time of booking then at the early possible time when the details of the main supervising teacher are known
- e. details for invoicing
5. To comply with the AMCI teacher/student ratio requirements of 1:15 for Year 10 students, and 1:20 for Year 11 and 12 groups.
 6. To comply with the provisions of the confirmation email booking, the primary contact will:
 - a. ensure students are prepared for their meeting with a judicial officer, in particular they have prepared relevant questions
 - b. brief all students prior to attending an LDO about court etiquette, courtesy and security requirements by referring to the following documents: [Court Excursion Pack](#) which incorporates the Court Excursion Guide, Office of the Sheriff School Excursion Statements and Law Day Out – Venue and Safety Information for School Excursions which can be found on the RoLE website
 - c. pay the invoice to the AMCI within 45 days of the LDO, otherwise the LDO may be cancelled unless other arrangements have been agreed with the AMCI
 - d. request by the payment date of the LDO invoice any proposed changes to Clauses 4 and 6 of the agreement.
 7. On the date of the LDO I will:
 - a. arrive to the agreed court venue on time
 - b. supervise students at all times during the LDO including
 - i. inside and outside the court venues,
 - ii. travelling to and from court locations, and
 - iii. attending public facilities
 8. On rare occasions and due to unforeseen circumstances a judicial officer may not be available and I understand that no refund will follow.
 9. That students and teacher will not attempt to access courts which involve sexual assault or 'Closed Court' matters. Students will seek permission from the supervising teacher before entering courts with 'Non Publication' notices.
 10. I understand that it is my responsibility to take notes during the observation of court matters which may include the name of the judge, the court, the date, the name of the parties and the substance of the matter.
 11. Any enquiries post a LDO should be made through the court visit email courtivist@ruleoflaw.org.au and not directly with the LDO facilitator.
 12. That AMCI has the discretion to cancel a LDO for non-compliance with any of the conditions of the agreement.

13. My school will indemnify and hold that the Rule of Law Education and its facilitators will be accepted as harmless and safe from any claim, regardless of fault, arising from my school's participation in the LDO.

DEFINITION OF IMPORTANT TERMS IN THIS AGREEMENT

LDO facilitator - an employee of AMCI who conducts a Law Day Out Excursion. The facilitator is responsible for briefing students prior to entering the courts, facilitating the court tour and reporting the Education Manager about any of the matters arising from the LDO that could be a breach of the TCP

School/education institution - your organisation which you represent.

Attendees/students - students enrolled at your institution. in a subject such as Legal Studies or Commerce.

Primary Contact - our point of contact for the Law Day Out booking and the main supervising teacher on the day.

Supervising teacher(s) - teachers who attend the Law Day Out excursion to supervise students.