



## Rule of Law Education Centre

<b>Terms and Conditions Policy (TCP) for Law Day Out Program experiences</b>					
Approval date	08/11/22	Effective date	08/11/22	Next review date	01/01/24
<b><u>POLICY SUMMARY</u></b>					
<b>What is this policy about?</b>	<p>The Rule of Law Education Centre (RoLEC) 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 at a cost that covers a portion of the costs associated with 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 RoLEC to participate in a LDO Program experience.</p> <p>Acceptance of these terms and conditions constitutes an agreement between Rule of Law Education Centre and the school or educational institution.</p>				
<b>Who does it apply to?</b>	<p>All educational institutions (including schools) and their staff engaging with RoLEC in a Law Day Out Program experience, individuals who work for, or on behalf of RoLEC, including managers, supervisors, full-time, part-time or casual, temporary or permanent staff, job candidates, student placements, contractors, subcontractors and volunteers.</p>				

## **POLICY PROVISIONS**

### **1. BACKGROUND**

1.1. The key tenets of the TCP are that:

- 1.1.1. The Primary Contact Person/ Supervising Teacher communicates the TCP to all supervising staff attending the LDO Program experience.
- 1.1.2. The Primary Contact Person will be guided by the staff of the RoLEC regarding the organisation of the LDO.
- 1.1.3. The LDO Program experience is available to students in Year 11 and 12 only.
- 1.1.4. The Primary Contact Person/ Supervising Teacher is responsible for ensuring the necessary preparation by the attending school or educational institution is undertaken prior to the LDO, including a detailed briefing of supervising staff and students of security requirements, court protocols and any other conditions as advised by RoLEC staff in accordance with requirements set by the courts or the Office of the Sheriff.
- 1.1.5. Schools and educational institutions understand that additional requirements may be set by the courts and the Office of the Sheriff at any time prior to or during the LDO Program experience.

- 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 1.5 Risk Management at <https://education.nsw.gov.au/policy-library/policies/pd-2004-0010> and/or the relevant Independent School policy document.
  - 1.2.2. RoLEC documents found at <https://www.ruleoflaw.org.au/court-education/court-excursion-documents/>
    - 1.2.2.1. Law Day Out Program Information Pack for Teachers
    - 1.2.2.2. RoLEC Court Programs Risk Management Information and Plan for Schools
    - 1.2.2.3. Rule of Law Education Centre Privacy Policy
    - 1.2.2.4. Flow Chart for Teachers Booking a Law Day Out
- 1.3. This policy contains the 'Agreement with Primary Contact Person/ Supervising Teacher' which sets out the terms and conditions of the LDO Program Experience.
- 1.4. RoLEC reserves the right to modify and/or change any part of this or the associated agreement without notice.

## **2. Rescheduling and Cancellation Policy**

2.1 The Rescheduling Policy is as follows:

- 2.1.1 Should schools need to reschedule the date of their LDO due to unavoidable circumstances, they should notify RoLEC staff via email as soon as they are able so a suitable alternative date can be found.
- 2.1.2 This will be dependent on other bookings already in the system and the size of the group needing a new date.

2.2 The Cancellation Policy is as follows:

- 2.2.1 Should schools need to cancel their LDO Program experience, full refunds will be given when we receive written confirmation of the cancellation 14 or more days prior to the booking date.
- 2.2.2 Special consideration will be given to cancellations made due to natural disasters/ unforeseen serious events.

## **Definitions of Important Terms in this Agreement**

**LDO facilitator** - an employee of RoLEC 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.

**Primary Contact Person** - 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 Program experience for the purposes of supervising students.

## **AGREEMENT WITH PRIMARY CONTACT PERSON**

I, as the Primary Contact Person/ Lead Supervising Teacher agree:

1. That in registering for the LDO, I am the authorised representative of my school/organisation and will be the Primary Contact Person for the LDO.
2. I am registering my students for only one LDO Program experience either in Year 11 or Year 12.
3. At the time of booking my LDO, I will provide the RoLEC with:
  - a. primary contact person and contact details (name, mobile, email)
  - b. 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, I will communicate the details to RoLEC at the early possible time when the details of the main Supervising Teacher become known
  - c. the year group and number of students attending
  - d. the number of supervising teachers that will be in attendance, ensuring compliance with the required teacher:student ratio of 1:20
  - e. details about any care requirements for special needs students or attending staff
  - f. details for invoicing
4. To comply with the required court and RoLEC teacher:student ratio of 1:20 for Year 11 and 12 groups.
5. To pay the invoice to RoLEC 45 days prior to the LDO, otherwise the LDO may be cancelled unless other arrangements have been agreed with the RoLEC.
6. To request any reschedule or cancellation in accordance with the Rescheduling and Cancellation policies as provided above.
7. To ensure that all students and supervising staff are briefed in the week prior to attending an LDO about security requirements, court etiquette and protocols, and behaviour requirements in the court complex by referring to the requirements contained in the Law Day Out Program Information Pack for Teachers and Student LDO Information Sheet, contained in the Court Excursion Pack found at <https://www.ruleoflaw.org.au/court-education/court-excursion-documents/>.
8. That I understand that RoLEC and my education institution/ school are bound by the regulations and conditions set by the courts and the Office of the Sheriff of NSW, and that this may impact on the LDO experience on the day of my booking.
9. On the date of the LDO I will:
  - a. arrive to the agreed court venue on time. If there is a delay or we are unable to reach the venue by the allocated time, I will call the RoLEC facilitator on the mobile number provided by RoLEC in the week before the LDO to advise of our delay so that the relevant judicial officer and sheriff's officer can be advised immediately

- b. not leave the court complex at any time while my students are in attendance in the complex unless an emergency with a student requires that I do so
  - c. maintain the required ratio of 1:20 (teacher:student) at all times during the LDO Program experience. This includes replacing any supervising staff unable to attend on the day prior to my group attending the court complex.
  - d. actively supervise, and assist my supporting staff to actively supervise, my students at all times during the LDO Program experience including
    - i. inside and outside the court complex and courtrooms,
    - ii. travelling to and from court locations, and
    - iii. in public areas in the court complex
10. That on rare occasions and due to unforeseen circumstances a judicial officer may not be available and I understand that no refund will follow.
  11. That myself, my students and supervising teachers under my direction will not attempt to access courts which involve matters of sexual assault or child sexual assault, or where a 'Closed Court' is sign on the door.
  12. That myself, my students and supervising teachers under my direction will be bound by any conditions imposed by the courts and the Office of the Sheriff of NSW on the day of my LDO Program experience. This may include not being able to attend particular courts or areas in the court complex.
  13. That supervising staff and students will understand the meaning of and adhere to all signage indicated on court doors. My students will seek permission from their Supervising Teacher before entering courts with 'Non Publication' notices.
  14. That myself, my students and supervising teachers under my direction will comply immediately with all requests or directions given by court, court security or RoLEC staff at any time during the LDO Program experience.
  15. I understand that students of my educational institution / school remain the legal responsibility of the attending education institution or school staff and that the school retains legal responsibility at all times for the safety and wellbeing of students while on the LDO Program experience.
  16. I understand that it is my responsibility to take notes during the observation of court matters should I feel that these will be needed at a future date. RoLEC staff will not be required to make notes or send resources based on cases witnessed during my LDO Program experience.
  17. Any feedback following the LDO Program experience will be made through the Court Visit email [courtivist@ruleoflaw.org.au](mailto:courtivist@ruleoflaw.org.au) and not directly with the LDO facilitator at the venue.
  18. That RoLEC has the discretion to cancel a LDO Program experience at any time for non-compliance with any of the conditions of the agreement.
  19. 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.
  20. That I understand and agree to the terms of the Rescheduling and Cancellation policies as stated, and all of the terms and conditions as stated.