

Terms and Conditions - Healthy Cities, Healthy Schools Program

1. These Terms and Conditions set out the terms and conditions under which an Applicant may apply for inclusion in the Program and, if successful, participate in the Program (**Agreement**).
2. By submitting an online application each Applicant acknowledges and agrees that the terms and conditions of this Agreement apply.

A. Definitions Used in this Agreement

3. Unless the context otherwise requires:

(a) **Applicant** means, jointly and severally, the person completing the online application on behalf of the School.

(b) **Application** means the online application and other documentation submitted by the Applicant to join or participate in the Program.

(c) **Background IP** means Intellectual Property Rights created by, or vested in, a party either prior to the Applicant's Acceptance into the Program or which have arisen from activities not connected to the Program or any Works.

(d) **BSA** means Brisbane Sustainability Agency Pty Ltd ABN 28 099 480 010 whose principal offices are at Level 20, 307 Queen Street, Brisbane, Queensland.

(e) **BSA Service Provider** means a service provider nominated by BSA to provide services under the Program.

(f) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Brisbane, Queensland and is not a day between 24 December in one year and 3 January the following year.

(g) **Bupa** means Bupa HI Pty Ltd ABN 81 000 057 590 (trading as Bupa.)

(h) **School** means any educational institution—government-funded, privately operated, or affiliated with a religious organization—that provides structured academic instruction to students in Kindergarten to Year 12.

(i) **Intellectual Property or IP Rights** means all current and future registered and unregistered rights in respect to copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, innovations and discoveries, domain or business names and all other intellectual property as defined in Article 2 of the Convention Establishing the World

Intellectual Property Organisation 1967.

(j) **Materials** includes documentation and program content, information, data, including photos and digital recordings of participation within the program.

(k) **Program** means the Healthy Cities, Healthy Schools Program being delivered by BSA in partnership with Bupa (which is providing funding for the Program) to educate students on the connection between their health and wellbeing and the environment.

(l) **Program Offerings** means any services which may be offered under the Program from time to time including, without limitation, those set out in Section E.

(n) **Program Participation Incentive** means the plant pack which will be provided to schools at the end of the program, providing they have met the requirements outlined in section B.

(o) **Representatives means** Bupa and each of BSA's partners, officers, sponsors, employees, agents, service providers and contractors.

B. Eligibility

4. School Participation and Approval

(a) The applicant must be:

- i. a staff member authorised to act on behalf of the school group or a representative of the school through the P&C or other recognised organisation.
- ii. 18 years or over
- iii. currently employed by or able to represent the school listed in the application

(b) The school must be:

- i. located within the Local Government Area (LGA) of Brisbane City or a surrounding LGA
- ii. a registered kindergarten program, primary school or secondary school
- iii. not a childcare centre, early learning facility, or non-educational organisation

(c) Where there is more than one staff member coordinating the program, the person submitting the application warrants that they have agreement from all other coordinators to:

- i. submit the application and accept the program terms and conditions on behalf of the group
- ii. participate in the program

(d) Ineligible entities include:

- i. non-school organisations
- ii. State or Federal Government departments not operating as educational institutions

(e) To receive the Program Participation Incentive of a planting pack at the end of the program, schools must:

- i. complete all six core modules of the Healthy Cities, Healthy Schools program
- ii. submit the required survey materials for each module and the overall program by the stated deadline

C. Applying for the Program

5. To become a participating school, the Applicant must complete the Application Form. Only one application per school will be accepted.

6. For an Application to be considered:

(a) all mandatory fields must be completed; and

(b) the application must comply with all the requirements of this Agreement, including without limitation format, content, lodgement method and closing time.

7. Illegible, incomplete, late or non-compliant Applications will be considered invalid and may (at BSA's sole discretion) not be accepted.

8. Submissions open at 6.00 a.m. Australian Eastern Standard Time (AEST) Monday 19 January 2026 and close at midnight AEST Friday 26 June, 2026 or when 20 successful applicants have been included in the program, whichever comes first.

D. Consideration of Applications and Continuing Obligations

9. BSA reserves the right to determine (in its absolute discretion) the suitability of Applications for the Program and to select the Program Schools to participate in the Program. In the case of any disputes regarding the Program School selection, BSA's decision is final and no correspondence will be entered into.

10. BSA may verify the validity of the information provided in an Application.

11. An Application that does not comply with the requirements of this Agreement or which contains inaccurate or misleading information or defamatory or offensive content may, in BSA's sole discretion, be rejected.
12. Neither BSA nor any of its Representatives will be held liable for any reason whatsoever in relation to the receipt, adjudication, verification (or failure to verify) or communication of Applications.
13. BSA will notify selected Applicants by email when an Application has been approved for the Program, along with a welcome email and a subsequent delivery of the program materials.
14. Following notification, Applicants must within five (5) Business Days respond to BSA by clicking on the confirmation of terms in the welcome email. If an email response is not received by BSA within the specified timeframe, the place may (in BSA's sole discretion) be offered to another Applicant.
15. Unsuccessful Applicants will not be directly notified in writing, but may be communicated with for future programs of a similar nature.
16. Without limiting any other provision of this Agreement, BSA reserves the right (in its absolute discretion) to reject an Application or discontinue providing services to an Applicant.

E. The Program

17. Program Schools will receive the following as part of their participation in the Program:
 - (a) A six (6) Module Self Guided Program plan with detailed activities with options for three separate age groups.
 - (b) A set of survey questions for each module, and an overarching survey about the program and the outcomes achieved.
 - (c) Check in emails and phone calls from BSA to support the delivery of the program and answer questions.

F. Program Requirements

18. The Program will run for an initial period to 18 September 2025, although this may be extended by agreement between the parties.

19. Without limiting any other clause, either party may terminate this Agreement and any future involvement in the Program at any time by notice in writing to the other party.

20. One or more of the Applicants must:

(a) show proof of program delivery through survey materials

(b) respond promptly to BSA requests to complete surveys or interviews as part of the evaluation of the Program.

21. Any additional expenses incurred by the Program Schools as part of their participation in the Program, other than those specifically provided by BSA and BSA Service Providers as part of the Program and as specified in writing, are the responsibility of the Applicant. These may include, but are not limited to, any costs associated with implementing the program outside of the initial printing of the program where this has been requested during the introductory survey.

G. Data, Privacy and Intellectual Property Rights

22. By submitting an Application, the Applicant consents on behalf of the participating school to BSA collecting their name, email address and any other details relevant in accordance with program as well as the following when pre-booked between BSA and the applicant:

(a) entering the Program School during program deployment and any to collect media materials with predetermined consent from participating students.

(b) storing, using and reproducing the survey and deployment Materials for purposes connected with the Program; and

(c) using the contact information provided for Program purposes including surveys and polls to gather information on the usefulness and effectiveness of the Program.

23. By submitting an online Application and providing BSA with any other information in respect to the Program, the Applicant acknowledges and agrees that:

(a) each of the Applicant's personal information, including any information provided in the Application, Program correspondence, customer reports, surveys and follow-up phone calls or consultations may be collected and stored by BSA; and

(b) BSA may use and disclose the personal information provided by the Applicant or other members of the Program School for the purposes of assessing the Application, conducting, promoting or assessing the Program or for any purposes set out in [Brisbane Sustainability Agency's Privacy Policy](#); and

(c) BSA may share the school name and deidentified information provided by the Applicant or other members of the Program School with Bupa for the purposes of promoting and evaluating the Program and improving Bupa's understanding of the program's success and opportunities for future programs.

24. The Applicant agrees, at no cost to BSA, Bupa or their Representatives:

(a) to participate in Program promotional activities and consents to BSA using the names, likenesses, images or voices of participants (including photographs, film or recordings of the same). In the case of students, BSA, in conjunction with the applicant will seek media consent forms from students and their parents;

(b) to provide BSA with photographs that feature the Program Delivery and consents to BSA using the photographs in any media for an unlimited period without compensation for the purpose of promoting the Program (including any Program outcomes).

25. Notwithstanding the provisions of clause 24, the inclusion of or involvement in any promotional activities, photographs, films or recordings that involve persons under the age of 18 years is solely at the discretion of the Applicant and the parents or guardians of the person under the age of 18 years.

26. All IP Rights attaching to Material created or prepared by BSA or any of its Representatives vests in BSA upon creation except to the extent that the Material embodies Background IP belonging to the Applicant.

27. The Applicant grants to BSA a non-exclusive, perpetual, transferable, royalty-free licence (including the right to sub-licence) to use, exploit, adapt and exercise all or any Background IP attaching or relating to the Material.

H. Warranty

28. Each Applicant warrants that:

(a) the information included in the Application or provided as part of their participation in the Program is, to the best of their knowledge and belief, true and correct;

(b) they will notify BSA of any changes to the information or changes in circumstances that may affect the Application or Program participation; and

(c) if the School can no longer participate in the Program for any reason or the School no longer meets the eligibility criteria set out in Section B, they will advise BSA in writing as soon as practicable upon becoming aware of the circumstances.

29. Applicants must not do anything that may damage, bring into disrepute or ridicule the name, or reputation of BSA, its Representatives, Bupa, or the Brisbane City Council or attract public or media attention which may be prejudicial or otherwise detrimental to the name, messages or reputation of BSA or Bupa.

30. BSA may, at its sole discretion, cancel, suspend, modify or terminate the Program. Upon termination, the Applicant will not be entitled to any further incentives, offers or other Program Offerings.

I. Waivers and Liability

31. BSA accepts no responsibility whatsoever for any problems or technical malfunction of any communication network or for any late, misplaced, lost or ineligible applications.

32. BSA and its Representatives are providing assistance and recommendations only. It is the responsibility of the Applicant to ensure that any recommendations or advice is fit for purpose, meets all legal, code and regulatory requirements and meets the needs of the Applicant.

33. Neither BSA nor its Representatives are responsible for the Applicant's use of any Material, incentives or other Program Offerings, including (without limitation), undertaking or engaging third parties to undertake any Works at the School, the terms and specifications of any Works and complying with all relevant laws and any applicable terms and conditions of use.

34. BSA makes no representations or warranties as to the quality, suitability or merchantability of the Material, incentives or other Program Offerings.

35. To the extent permitted by law, the Applicant releases BSA and its Representatives for all liability, loss, damage, obligations, claims, demands, costs and which is suffered or incurred (including but not limited to direct or consequential loss) directly or indirectly by the Applicant or those claiming through the Applicant (including without limitation for any personal injury sustained) in connection with the Program, the Material, incentives or other

Program Offerings.

This clause is not intended to exclude any liability which cannot be excluded under any law, including without limitation, any Australian consumer protection law, but any such liability is limited to the resupply of the Material, incentives or other Program Offerings.

The provisions of this clause will survive termination or expiry of these terms and conditions.

J. General

36. BSA reserves the right to unilaterally modify the terms and conditions of this Agreement at any time or to cancel or amend the Program at any time. Any updates will be published on the [schools](#) website or an updated version emailed to the Applicant's email address provided in the Application.

37. This Agreement is governed by the laws of Queensland.

38. A provision of this Agreement will not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of a provision in it.

39. A reference to two or more persons means those persons jointly or severally.

40. A word which denotes the singular includes the plural and a word that denotes the plural includes the singular.

41. If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid:

(a) but can also be read in a way that makes it legal, enforceable or valid, it must be read in the latter way; or

(b) that clause or part of the clause is to be treated as removed from this Agreement and the remainder of the Agreement will not be affected.

42. The provisions of sections A, G, I and J survive expiry or termination of this Agreement.

43. Any notice given by BSA under this Agreement will be sent to the email address provided by the Applicant in the Application.

44. If you have any queries about the Program or this Agreement, please contact BSA on 07 3007 7010 or schools@sustainablebrisbane.com.au.