

### **Definitions:**

**Activities** means the activities listed in the Annexure A of these terms and conditions and any other activities undertaken, or potentially undertaken at the Facility as advised by us from time to time.

**Attendee** means any person nominated by you as being included in the group of persons who are to stay at, attend and/or use the Facility under the booking in your Booking Form. **Attendees** has the corresponding meaning.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010(Cth)*.

**Booking Form** means the document prepared by us (or the form electronically generated via our website [[peninsulaoutdoors.au](https://peninsulaoutdoors.au)] or another on-line platform authorised by us) which you complete and submit to us to book or hire the Facility or any part of it. We will include in the Booking Form the required booking deposit, details of the fees/price payable by you for the booking and/or how such fees/prices will be calculate, and we may state in the Booking Form a minimum hire fee based on the number of Attendees you specify in the Booking Form.

**Facility** means the camping site specified in your Booking Form and includes accommodation facilities and all other amenities located at that site.

**Risk Management Plan** means the risk management plans available at [[peninsulaoutdoors.au](https://peninsulaoutdoors.au)].

**We /us /our** means Merricks Lodge Operations PTY LTD ABN 24 131 743 943 trading as Peninsula Outdoors.

**You / your** means the person or entity name in the Booking Form booking or hiring the Facility (or any part of it) and, except where the context requires otherwise, includes Attendees.

### **Confirmation:**

We will hold the booking dates set out in your Booking Form for 14 days after the date on which we issue it. We will confirm your booking (as set out in your Booking Form) once we receive a non-refundable deposit from you, and you have agreed to these terms and conditions in any way we may ask you to (for example, by signing a paper copy of the Booking Form and returning it to us, or by agreeing to the terms and conditions electronically via our website or any on-line platform authorised by us). Otherwise, we will not be required to hold your booking dates, or allow you or your Attendees to stay at, or use, the Facility.

### **Deposit:**

You must pay us a non-refundable deposit of \$2,500 or 25% of the estimated final invoice as set out in your Booking Form (whichever is greater) to confirm your booking.

### **Cancellation:**

Booking deposits are NOT REFUNDABLE if you decide to cancel your booking.

If you cancel your booking within 90 days before your scheduled arrival date at the Facility, you must pay us a cancellation fee worked out as 75% of our minimum hire fee/charge for accommodation, catering, and program, as set out in your Booking Form or as notified by us to you. You must pay the cancellation fee (less any deposit you have paid) within 14 days after the date of our invoice to you for the cancellation fee. You acknowledge and agree that the cancellation fee is a genuine pre-estimate of the loss we will incur as a result of you cancelling the booking within this 90-day period.

Cancellations MUST BE IN WRITING (email) and will be effective on the date we receive your cancellation request.

If your booking is cancelled by us due to circumstances beyond our reasonable control, we will, at our option, either re-schedule the booking (if that is reasonably possible) or provide you with a full refund of any amount you have paid to us on account of your booking (including the deposit, if applicable). These circumstances are known as 'Force Majeure' events and are circumstances that we could not, even with due care, have foreseen or avoided, such as (but not limited to) natural disaster (fire, flood, extreme weather), industrial action, Government action, pandemic or epidemic, health emergency, war, civil unrest, terrorist activity and all other similar events outside our control.

We will use reasonable endeavours to manage any problems caused by a Force Majeure event but will not be liable to you or your Attendees or proposed Attendees for any losses or be deemed to be in breach of these terms and conditions, by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to a Force Majeure event

### **Final Numbers:**

Your final Attendee list must be provided to us **14 days** prior to the arrival date set out in your Booking Form. The final charge/fee payable by you will be calculated using the final number of Attendees you provide. However, if that number is below the minimum number of Attendees we have agreed to, then the charge will be calculated using that minimum number instead of the actual number of Attendees.

### **Damages:**

You must, and must ensure that your Attendees, use the Facility reasonably and maintain the tidiness of dormitories, recreation/dining areas and general areas of use at the Facility. You must, and must ensure that your Attendees, leave all areas of the Facility which you and/or they occupy or use in the condition they were in on your and your Attendees' arrival. If you or your Attendees damage the Facility or any Facility items or equipment, lose any Facility items or equipment, or leave the Facility or any part of it in an unreasonable or unsatisfactory condition, we may invoice you for additional fees to cover us for any related costs, loss or damage, and you agree to pay those additional fees.

### **Liability:**

Nothing in these terms and conditions is intended to exclude or restrict the application of the Australian Consumer Law or similar state or territory law in relation to your hire and/or use of the Facility and any goods or other services provided by us (to the extent applicable), but we do not otherwise give any guarantee or warranties or make any representation of any kind, express or implied in relation to the Facility, or its hire or use, or any other services or goods we may supply. Other than as set out in these terms and conditions and to the maximum extent permitted by law, all, rights, remedies, conditions, guarantees and implied and express warranties in respect of the Facility, or its hire or use, or any other services or goods we may supply, are excluded.

Our liability under any condition, guarantee or warranty implied or stipulated by the Australian Consumer Law or similar state or territory law in respect of the Facility, or its hire or use, or any other services or goods we may supply, which may not be excluded but may be limited in one of the following ways, is limited (at our option), to supplying the relevant services again, or paying the cost of having the services supplied again (where we have supplied services); or supplying replacement or equivalent goods, or paying the cost of replacing the goods or acquiring equivalent goods (where we have supplied goods).

To the maximum extent permitted by law:

- we exclude all liability to you, your Attendees or any other person (whether in contract, tort or otherwise) for the death or illness of, or personal injury to, any person, or the loss of, or damage to, property of any kind, in connection with the use of the Facility or other services provided by us, except to the extent that such death, illness, personal injury, loss or damage is incurred as a direct consequence of our negligence or wilful misconduct; and
- we will not be liable (whether in contract, tort, statute or otherwise) for any indirect, consequential, incidental, special or exemplary losses or damage of any kind or for any business, financial or economic loss including loss of profits, revenue or opportunity, loss of reputation, or lost bargain arising out of a breach of these terms and conditions, or out of the supply of any goods or services, however caused by us or third-party providers.

Subject to the foregoing, our liability to you for any loss or damage will be reduced proportionately to the extent the loss or damage is caused or contributed to by any other person or entity for whose acts or omissions we are not legally responsible (including you and your Attendees).

You agree that you and your Attendees will not run any activities at the Facility without authorisation from our management. You must ensure that all of your Attendees who are under the age of 18 are supervised at all times by a responsible adult. You agree that, unless we expressly agree otherwise in writing, neither we nor our staff or sub-contractors are responsible for supervising those Attendees.

### **Acknowledgement of liability:**

You acknowledge and agree that you and your Attendees: will partake or may partake in the Activities during your visit; and have reviewed all Risk Management Plans prior to undertaking the Activities; accept that the Activities carry an inherent risk and can result in injury; and accept the risks involved and are responsible for your own and your Attendees' actions and/or involvement; and are under no obligation to participate or complete the Activities if you or your Attendees have concerns about your own or your Attendees' ability to do so; and will raise their concerns with a member of the our team who is conducting the briefing if anything is unclear to them in the briefing; and to the best of your knowledge, are physically and emotionally able to participate in the Activities and know of no reason as to why you should not; and have provided the necessary information to all parents/guardians of any Attendees so that they are able to make an informed decision consenting to undertake the Activities.

### **Orientation Briefing:**

As soon as is practical after you and your Attendees arrive at the Facility, our camping staff will brief you and your Attendees regarding emergency and any other procedures at the Facility

### **Attendee Supervision:**

You must appoint an Attendee of yours to be (or you must act as) Visiting Group Leader in respect of the group constituted by you and your Attendees, and notify us before or on your arrival at the Facility who the Visiting Group Leader is and their contact details. Your Visiting Group Leader is responsible for supervising your Attendees. If the Facility has a pool, you must, and you must ensure that your Attendees, follow the Pool Supervision Guidelines. During program activities run by us or our sub-contractors, you must ensure that Attendees of yours who are minors are supervised by a competent adult at a ratio of 1 teacher / leader to 10 students unless otherwise specified.

### **First Aid:**

You are responsible for the provision of first aid supplies and trained staff in respect of your Attendee group. Any incident requiring first aid or medical attention must be reported to our management as soon as possible. An incident report will then be completed.

### **Activity Programs:**

If you have engaged us to run a program at the Facility as part of your camp it will be identified as a separate charge on your Booking Form (or in a separate quote provided by us) and the program outline will be provided. You agree to pay all charges associated with the activity program.

Program charges will be charged per participant and based on an agreed minimum number of participants ("Agreed Minimum"). If:

- A. the actual number of participants is less than the Agreed Minimum, then the program charge will be calculated based on the Agreed Minimum instead of the actual number of participants; and
- B. the actual number of participants is greater than the Agreed Minimum (subject always to there being sufficient capacity to accommodate the additional participants), the program charge payable by you will be based on the actual number of participants.

### **Program Variations:**

Any program variations will be negotiated with you and in most cases will not affect the cost of the program. If a programmed activity cannot be conducted due to extreme weather or other unforeseen circumstances, our staff will endeavour to provide alternative activities in consultation with your Visiting Group Leader. If no alternative is possible and an activity session is cancelled, we will adjust our final invoice to you accordingly.

If programs are varied by the Visiting Group Leader or other responsible person acting on their behalf, outside of the advice and direction of the responsible Merricks Lodge staff member the visiting group leader will be responsible for providing and supervising any alternative activity that is subsequently undertaken.

### **Informed Consent:**

It is your responsibility to fully inform parents / guardians of your Attendees of the camp activities at the Facility and to obtain their consent for their child Attendee to participate. Some of our outside service providers also require specific Waiver and Indemnity Forms to be completed, signed, and returned to them before their activity commences (e.g. surfing). These forms will be sent to you when these activities are booked. If you require assistance with any information about any of the activities, please contact us.

#### **Noise Level:**

You must, and must ensure that your attendees, keep noise levels at, and in the vicinity of, the Facility to a minimum after 10.00pm.

#### **Alcohol:**

You acknowledge and agree that alcohol is not permitted on the Facility without our prior consent, and if we consent, you must ensure that the use and consumption of alcohol by you and your Attendees is in accordance with the guidelines set out by our management and Alcohol and Cleaning Policy. Our management reserves the right to refuse the use or consumption of alcohol, even after we have consented. If we require it, you agree to pay an alcohol bond to us in addition to the booking fee. We may retain and apply the alcohol bond to cover the costs of damage to, or additional or special cleaning of, the Facility which in our reasonable opinion arises from your or your Attendees' acts or omissions due to the excessive consumption of alcohol at the Facility. The balance (if any) of the alcohol bond will, at our option, be refunded to you, or credited against any invoice we may issue to you for other fees and charges.

#### **Open Fires:**

You must ensure that you and your Attendees do not light open fires at the Facility without our management's prior approval. You must, and must ensure that your Attendees, follow Merricks Lodge Procedures in respect of any open fire (these will be presented by us to your Visiting Group Leader upon approval).

#### **Smoking:**

You acknowledge and agree that smoking, including the use of electronic smoking devices, is prohibited inside and within 4 metres of all buildings at the Facility.

#### **Not Permitted:**

Firearms, illicit drugs, animals and pets are not permitted at the Facility.

#### **Cleaning:**

The Facility must be kept in a clean and tidy state with all rubbish removed from rooms and communal areas by you and your Attendees.

#### **Termination:**

We reserve the right to terminate your booking during your and your Attendees' stay at the Facility by asking you and your Attendees to leave the Facility (in which case you must, and you must ensure that your Attendees, promptly leave the Facility), if you and/or any of your Attendees:

- break any laws;
- fail to comply with these terms and conditions, or any rules or procedures applicable to the Facility;
- cause annoyance or nuisance to others;
- in our reasonable opinion, present, or could present, a risk to the health or safety of our staff or other guests at the Facility; or

- behave unacceptably, including drunken or uncontrolled behaviour, using offensive language, malicious or negligent use of the Facility, committing theft, or engaging in any other form of behaviour deemed inappropriate by us (acting reasonably).

Without limiting our rights, you agree that if we terminate your booking in the above circumstances:

- we are not required to refund any fees or charges in relation to your booking or other services you have purchased from us;
- you remain liable to pay all fees and charges relating to the period up to and including termination; and you are liable to compensate us for all loss, costs, damages and expenses suffered or incurred by us as a result of the above circumstances and/or early termination.

**Privacy Act:**

When providing any personal information to us, you agree to the collection, use and disclosure of your personal information in accordance with our privacy policy.

## Annexure A - Activities

Adventure Race	Aqua Challenge	Archery	Beach Activities
Bush Cooking	Bush Walking	Canoeing	GaGa Pit
High Ropes	Initiatives	Kayaking	Mountain Biking
Orienteering	Overnight Camping	Radio Rogaine	SCUBA Diving
Snorkelling	Stand Up Paddle Boarding	Surfing	Tree Climb
Water Safety	Body Boarding	Rock Pool Ramble	