

Outward Bound Australia Terms and Conditions 2021

Duke of Edinburgh's International Award Adventurous Journeys – Individual Participant Enrolment

I. Journey Inclusions and Exclusions

I.1. Enrolment fees cover all work in relation to the Journey, including, but not limited to:

I.1.1. Journey design, development and expertise;

I.1.2. Pre-Journey briefings for participants, parents and staff;

I.1.3. All supervision from qualified Outward Bound staff (1 staff member per group);

I.1.4. Support staff and activity specialists, as required;

I.1.5. First aid equipment;

I.1.6. Communication devices;

I.1.7. Parks and other landowner fees;

I.1.8. Where a Journey has been commissioned by an external organisation, one accompanying adult per group is Free of Charge (FOC);

I.1.9. Post-Journey evaluation and report.

I.2. Enrolment fees do not cover:

I.2.1. Personal clothing and equipment;

I.2.2. Personal or group food;

I.2.3. Transport to and from the Journey location (though may be arranged for an additional fee).

I.3. A detailed overview of the Journey description and specific inclusions and exclusions is provided at the time of Enrolment. All Journeys are designed and delivered with Outward Bound's Standard Operating Procedures, which include adherence to all state and federal laws, as well as compliance with the relevant Adventure Activity Standards in the State/Territory the Journey is being delivered.

2. Your Responsibilities

2.1. Once an Enrolment has been made, you will be responsible for the following:

- 2.1.1. Providing all necessary personal clothing, equipment, and food to complete the Journey;
- 2.1.2. Providing completed Participant medical form.

3. Privacy

- 3.1. Outward Bound will collect and manage personal information, including sensitive information, in accordance with the requirements set out in the Privacy Act 1988 (Cth) including the Australian Privacy Principles, and any relevant State/Territory based privacy legislation.
- 3.2. To the extent that either party becomes aware of or suspects any misuse, interference, loss or unauthorised access to, modification or disclosure of personal information the subject of this agreement, the other party is to be informed as soon as is practical and within two (2) business days of so becoming aware or suspecting.

4. Payment of Fees

- 4.1. Journey information, available via the Outward Bound website, summaries the details of the Journey, including dates and payment amount.
- 4.2. Payments are due in full at the time of Enrolment.
- 4.3. Additional Costs:
 - 4.3.1. An additional invoice may be raised for the following (but not limited to):
 - 4.3.1.1. Cost of any new additional regulatory or compliance requirements;
 - 4.3.1.2. Cost of any additional services that you have requested, that are not included in the Journey described on the website; and
 - 4.3.1.3. Costs incurred by Outward Bound in relation to any mutually agreed adjustment to the Journey.

5. Any Change to the Enrolment

- 5.1. Any request to change the Enrolment must be made in writing to Outward Bound.

5.1.1. If the request is made 15 days or more prior to the commencement of the Journey, and Outward Bound agrees to the request, Outward Bound will issue an updated Enrolment.

5.1.2. If the request is made within 15 days prior to the commencement of the Journey, Outward Bound reserves the right to reasonably refuse any requested change to the Enrolment.

5.2. In changing your Enrolment, you, the Client, may transfer to a future Duke of Edinburgh's Award Adventurous Journey, with commencement date within 12 months of your original selected Journey. This may or may not result in an updated increased or decreased Journey fee.

5.2.1. An administration fee of \$50 will be charged for any Enrolment transfer into a future Duke of Edinburgh's Award Adventurous Journey.

5.2.2. This transfer may occur once only. Any subsequent request to transfer will be considered as a new enrolment, and Outward Bound will retain 100% of fees paid.

6. Changes to the Commencement date of the Journey

6.1. Outward Bound may at any time give you, the Client, written notice changing the commencement date of a Journey to a date within 12 months of the selected program. Any such notice by Outward Bound will be given only having regard to the safety and wellbeing of the participants and staff and any regulatory and compliance considerations that impact the Journey.

6.2. Outward Bound will use all reasonable endeavours to ensure the Journey commences as close as reasonable to the original commencement date of the relevant Journey and acknowledge this may include relocation of the Journey to another suitable site.

6.3. If you, the Client, cannot agree to the changed commencement date, clause 7.3 applies.

7. Cancellation of the Journey

7.1. Any cancellation of the Enrolment by you, the Client, must be made in writing to Outward Bound.

7.1.1. If you, the Client, cancel your Enrolment more than 14 days prior to the Journey start date, Outward Bound will retain \$50 from the Enrolment fee.

7.1.2. If you, the Client, cancel your Enrolment within 14 days of the scheduled commencement date, Outward Bound will retain 100% of the Journey fee.

7.2. You, the Client, acknowledges that no refund or discount will be provided for early departures or late arrivals to a Journey.

7.3. If Outward Bound cancels a Journey before the scheduled commencement date and time, Outward Bound will offer to transfer the Enrolment to another Journey at no additional fee to you, the Client.

7.3.1. If you, the Client, cannot agree to an Enrolment transfer, Outward Bound will refund 100% of the Journey fee less \$50 administration fee.

8. Force Majeure

8.1. "Force Majeure Event" means any of the following events:

- 8.1.1. War, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law, terrorism, sabotage, civil commotion, blockade, or confiscation by order of regulatory Authority;
- 8.1.2. Epidemic, pandemic or quarantine;
- 8.1.3. Natural disasters such as bushfire, lightning, earthquake, cyclone, volcanic eruption, landslide, mudslide, meteor strike or storm;
- 8.1.4. Fire or explosion; or
- 8.1.5. A flood reasonably expected to occur less frequently than once every 10 years, which:
 - 8.1.5.1. Is not caused by an act or omission of the affected party;
 - 8.1.5.2. Is beyond the reasonable control of the affected party; and
 - 8.1.5.3. Is not reasonably able to be prevented or overcome by the exercise of the party affected of an appropriate standard of care and due diligence.

8.2. "Authority" means:

- 8.2.1. Any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation, or instrumentality; and
- 8.2.2. Any utility company (including electricity, telecommunications, water and gas; or
- 8.2.3. Other legal entity having relevant statutory rights.

- 8.3. If the performance of the obligations under this Agreement are or will be affected by a Force Majeure Event, either party may give the other party a notice detailing the nature and extent of the Force Majeure Event and the effect the Force Majeure Event has on those obligations.
- 8.4. If either party gives a notice pursuant to clause 8.3, such notice will be deemed to be a notice of cancellation and clause 7 will apply.
- 8.5. A failure or omission to carry out or to observe any of the conditions of this Agreement shall not result in the breach of this Agreement if such failure or omission arises by reason of delay or failure to perform caused by a Force Majeure Event.
- 8.6. Both parties must use reasonable endeavours to overcome or minimise the effects that a Force Majeure Event has on their obligations under this Agreement.

9. Goods and Services Tax

The GST amount is to be paid on the Journey Fee and will be shown on the Tax Invoice.

10. Acceptance of Terms and Conditions

Payment of the Enrolment fee will be taken as full acceptance and agreement to the above Terms and Conditions.

11. Payment Method

Payment via the booking system Venue360 is the preferred method of payment.

Please contact us for other payment options. Please retain a copy of these Terms and Conditions for your records.