

Outward Bound Australia Terms and Conditions 2021

Public Enrolment Programs, including Duke of Edinburgh's International Award Gold Residential Project

I. Program Inclusions and Exclusions

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

I.1.1. Program design, development and expertise;

I.1.2. Pre-Program 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. Group and activity equipment;

I.1.6. Program food (from lunch on the first day to lunch on the last day);

I.1.7. Communication devices;

I.1.8. Transport (including fuel) whilst on Program;

I.1.9. Parks and other landowner fees;

I.1.10. Post-Program evaluation and report.

I.2. Enrolment fees do not cover:

I.2.1. Personal clothing and equipment

I.2.2. Transport to and from the Program location (though may be arranged for an additional fee).

I.3. A detailed overview of the Program description and specific inclusions and exclusions is provided at the time of Enrolment. All Programs 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 Program 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, and equipment;

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. Program information, available via the Outward Bound website, summaries the details of the Program, including dates, and payment amount.

4.2. Payments are due as follows:

4.2.1. In Full:

4.2.1.1. 100% of the Program fee to be paid at the time of Enrolment.

OR

4.2.2. Deposit and Final Balance

4.2.2.1. Deposit:

4.2.2.1.1. A Deposit of 20% of the total Program fee for the selected program.

4.2.2.1.2. The Deposit is due at the time of Enrolment, and a place on the selected Program is not confirmed until payment is received.

4.2.2.1.3. The Deposit is non-refundable; and

4.2.2.1.4. You acknowledge and agree that Outward Bound can apply the Deposit to meet the significant forward planning and resource allocation costs based on the selected Program.

4.2.2.2. Final Balance:

4.2.2.2.1. The Final Balance consists of the remaining 80% of the Program fee;

4.2.2.2.2. The Final Balance is due on or before 30 days prior to the Program commencement date;

4.2.2.2.3. If the Final Balance is not received in full by 30 days prior to the program commencement date, Outward Bound may cancel the Enrolment; and

4.2.2.2.4. If the Enrolment is cancelled under 15 days prior to the Program commencement date, you agree to pay Outward Bound 100% of the Final Balance

4.2.3. Additional Costs.

4.2.3.1. An additional invoice may be raised for the following (but not limited to):

4.2.3.1.1. Cost of repairing or replacing lost or damaged equipment, where the loss or damage is the result of misconduct by participants;

4.2.3.1.2. Cost of any new additional regulatory or compliance requirements;

4.2.3.1.3. Cost of any additional services that you have requested, that are not included in the Program described on the website; and

4.2.3.1.4. Costs incurred by Outward Bound in relation to any mutually agreed adjustment to the Program.

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 30 days or more prior to the commencement of the Program, and Outward Bound agrees to the request, Outward Bound will issue an updated Enrolment.

5.1.2. If the request is made within 30 days prior to the commencement of the Program, 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 Public Enrolment Program, with a commencement date within 12 months of your original selected Program. This may or may not result in an updated increased or decreased Program fee.

5.2.1. An administration fee of \$50 will be charged for any Enrolment transfer.

5.2.2. For transfer requests made 30 days or more prior to the commencement of the program, and Outward Bound agrees to the request, 100% of your Enrolment fee paid may be transferred.

5.2.3. For transfer requests made within 30 days prior to the commencement of the Program, and Outward Bound agrees to the request, 80% of your Enrolment fee paid may be transferred. Outstanding fees are considered as a Final Balance, and clause 4.2.2.2. applies.

6. Changes to the Commencement date of the Program

6.1. Outward Bound may at any time give you, the Client, written notice changing the commencement date of a Program 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 Program.

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

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 30 days prior to the Program start date, Outward Bound will retain 100% of the Deposit, or 20% of the Enrolment fee where 100% payment was made at the time of booking.

7.1.2. If you, the Client, cancel the Enrolment within 30 days of the scheduled commencement date, Outward Bound will retain 100% of the Program fee.

7.1.2.1. If payment has not yet been received in full by Outward Bound at that time, you, the Client, must pay the full Final Balance.

- 7.2. You, the Client, acknowledges that no refund or discount will be provided for early departures or late arrivals to a Program.
- 7.3. If Outward Bound cancels a Program prior to commencement date, Outward Bound will offer to transfer the Enrolment to another Program 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 Program 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 Program 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.