

# BOOKING TERMS AND CONDITIONS

Group Bookings - including Schools, Professional and For-Purpose Partners

## Outward Bound Australia Terms and Conditions July 2023

### 1. Group Sizes and Program Pricing

- 1.1. Programs have a maximum group size of 18 participants.
- 1.2. Programs are priced per group of 18 participants, or part thereof.

### 2. Program Inclusions and Exclusions

- 2.1. Program fees cover all work in relation to the Program, including, but not limited to:
  - 2.1.1. Program design, development and expertise;
  - 2.1.2. Pre-program briefings for parents, students and staff;
  - 2.1.3. All facilitation from qualified Outward Bound staff (1 staff member per group);
  - 2.1.4. Support staff and activity specialists, as required;
  - 2.1.5. Group and activity equipment;
  - 2.1.6. Program food for multi-day programs (from dinner on the first day to lunch on the last day, unless otherwise agreed). Single day programs are not catered.
  - 2.1.7. Communication devices;
  - 2.1.8. Transport (including fuel) whilst on Program;
  - 2.1.9. Parks and other landowner fees;
  - 2.1.10. One accompanying adult per group is Free of Charge (FOC);
  - 2.1.11. Post-program evaluation and report, dependent on participant responses.
- 2.2. Program fees do not cover:
  - 2.2.1. Personal clothing and equipment;
  - 2.2.2. Sleeping bags (though can be arranged for an additional fee of \$27.50 per bag for the duration of the program);

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2.2.3. Transport to and from the Program location (though can be arranged for an additional fee);  
and

2.2.4. Lunch on the first day for multi-day programs, unless otherwise specified;

2.2.5. Food for single day programs.

2.3. A detailed overview of the Program description and specific inclusions and exclusions is provided at the time of booking. 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.

## 3. Your Responsibilities

3.1. Once a booking has been made, you will be responsible for the following:

3.1.1. Providing completed participant medical forms;

3.1.2. Allocation of participants to groups; and

3.1.3. Communication to and consent of parents / guardians.

3.1.4. Ensuring participants complete post-program evaluation questionnaire, if report is desired

## 4. Behavioural and Personal Competency Expectations

4.1. Abusive or overtly disrespectful behaviour will not be tolerated:

4.1.1. This includes swearing, yelling or displaying threatening behaviours towards other people, bullying, intentional damage to other people's property, and intolerant or insulting comments in relation to race, sexuality, faith or personal attributes;

4.2. Participants and accompanying adults are expected to be co-operative and to partake in the fundamental elements of the program, without deliberately disrupting group activities or the progress of the program.

4.2.1. This includes following the instruction of Group Leaders, participating responsibly in group living activities, and not being disruptive in a way that prevents others from participating or enjoying the program of activities.

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4.2.2. Malicious disregard of safety guidelines will not be tolerated.

4.3. Personal management competencies must be at an adequate level to self-manage living skills in an outdoor camping environment. This includes:

4.3.1. Capacity to self-manage personal hygiene

4.3.2. Age-appropriate understanding and management of sexual behaviours

4.3.3. Capacity to manage personal clothing and equipment

4.3.4. Adequate fine and gross motor skills to participate in outdoor activities

4.3.5. Capacity to self-manage mental health issues such that they do not present a safety threat to themselves or others

4.4. In non-trivial instances where behavioural and personal competency expectations are not met, Outward Bound can, upon following the procedures set out in our 'Standard Operating Procedures', permanently remove the participant from the program, with no refund for any remaining portion of the program

## 5. Privacy

5.1. Both parties agree to 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.

5.2. 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.

## 6. Payment of Fees

6.1. The Booking Form summarises the details of the Program, including dates, numbers of groups, payment amount (consisting of the Deposit and Final Balance) and the due dates for each component.

6.2. Payments are due as follows:

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## 6.2.1. Deposit:

- 6.2.1.1. The Deposit is 20% of the total Program fee for each year's program;
- 6.2.1.2. The Deposit due date is stated on the deposit invoice and must be paid by that date;
- 6.2.1.3. Upon receipt of the Deposit, Outward Bound will commit resources to your Program and confirm your Program dates;
- 6.2.1.4. The Deposit is non-refundable; and
- 6.2.1.5. You acknowledge and agree that Outward Bound can apply the Deposit to meet the significant forward planning and resource allocation costs based on the agreed Program.

## 6.2.2. Final Balance:

- 6.2.2.1. The Final Balance consists of the remaining 80% of the Program fee;
- 6.2.2.2. The Final Balance is due on or before 30 days prior to the Program commencement date;
- 6.2.2.3. If the Final Balance is not received in full by 14 days prior to the Program commencement date, Outward Bound may cancel the Program; and
- 6.2.2.4. If the Program is cancelled under the above clause, you agree to pay Outward Bound 100% of the Final Balance.

## 6.2.3. Additional Costs:

- 6.2.3.1. An additional invoice may be raised for the following (but not limited to):
  - 6.2.3.1.1. Cost of repairing or replacing lost or damaged equipment, where the loss of damage is the result of misconduct by participants or participant staff;
  - 6.2.3.1.2. Cost of any new additional regulatory or compliance requirements;
  - 6.2.3.1.3. Cost of any additional services that you have requested, that are not included in the Program described in the Booking Form; and

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

## 7. Changes to the Number of Groups on the Program

A change to the number of groups will normally require a change to Program staffing and resources and may have significant planning implications. Any request to change the number of groups on the Program must be made in writing to Outward Bound.

7.1. 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 adjust the Final Balance and issue an updated invoice for any increase or decrease in the number of groups. Outward Bound will not unreasonably withhold agreement where agreement is possible. In the event that Outward Bound does not agree with the request, you may be liable to pay the Final Balance.

7.2. If the request is made within 30 days of the commencement date of the Program, Outward Bound will attempt to accommodate the request and the following will apply:

7.2.1. An increase in the number of groups will result in an adjustment to the Final Balance and an increased invoice being issued. Outward Bound reserves the right to refuse to accommodate the additional groups to those that were previously confirmed pending capacity constraints.

7.2.2. A decrease in the number of groups will not result in any reduction of fees.

## 8. Any Other Change to the Program

Any other request to change the Program must be made in writing to Outward Bound.

8.1. 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 Program, including an adjustment of any resources, which may, or may not result in an updated increased or decreased Final Balance.

8.2. 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 Program.

## 9. Postponement to the Commencement Date of the Program

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- 9.1. Either you, the Client, or Outward Bound may at any time give the other party written notice postponing the commencement date of a Program to a date, within 12 months of the commencement date for that Program, such date to be mutually agreed. Any such postponement notice by you, the Client, or 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.
- 9.2. Both parties agree they will use all reasonable endeavours to agree a new commencement date for the relevant Program and acknowledge this may include agreeing to the relocation of the program to another suitable site to facilitate such agreement being reached.
- 9.3. Should the program be postponed to a mutually agreed commencement date, and additional costs are incurred by Outward Bound in relation to the postponed Program, you, the Client, will pay for all reasonable additional costs and expenses incurred by Outward Bound in relation to the postponed Program.
- 9.4. If the parties cannot mutually agree the postponed commencement date, then the cancellation provisions outlined in clause 8 will apply.

## 10. Cancellation of the Program

Any cancellation of the Program must be made in writing to Outward Bound.

- 10.1. If you, the Client, cancel the Program more than 30 days prior to the Program start date, Outward Bound will retain 100% of the Deposit.
- 10.2. If you, the Client, cancel the Program within 30 days of the scheduled commencement date, Outward Bound will retain 100% of the Deposit and 100% of the Final Balance.
  - 10.2.1. If payment has not yet been received in full by Outward Bound by that time, you, the Client, must pay the full Final Balance.
- 10.3. You, the Client, acknowledges that no refund or discount will be provided for early departures or late arrivals to a Program.
- 10.4. If Outward Bound cancels a Program at any time, Outward Bound will refund any amounts of the Program fees that do not represent amounts incurred and expenses paid by Outward Bound Australia in planning and preparing for that Program.

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## II. Force Majeure

II.1. "Force Majeure Event" means any of the following events:

- II.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;
- II.1.2. Epidemic, pandemic or quarantine;
- II.1.3. Natural disasters such as bushfire, lightning, earthquake, cyclone, volcanic eruption, landslide, mudslide, meteor strike or storm;
- II.1.4. Fire or explosion; or
- II.1.5. A flood reasonably expected to occur less frequently than once every 10 years, which:
  - II.1.5.1. Is not caused by an act or omission of the affected party;
  - II.1.5.2. Is beyond the reasonable control of the affected party; and
  - II.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.

II.2. "Authority" means:

- II.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
  - II.2.2. Any utility company (including electricity, telecommunications, water and gas; or
  - II.2.3. Other legal entity having relevant statutory rights.
- II.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.
- II.4. If either party gives a notice pursuant to clause 9.3, such notice will be deemed to be a notice of postponement and clause 7 will apply.

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11.5. 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.

11.6. Both parties must use reasonable endeavours to overcome or minimise the effects that a Force Majeure Event has on their obligations under this Agreement.

## 12. Goods and Services Tax

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

## 13. Acceptance of Terms and Conditions

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

## 14. Payment Method

Direct Deposit is the preferred method of payment:

Outward Bound Australia

National Australia Bank

BSB: 082-902

Acct: 808 779 416

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