



Booking Terms and Conditions

1. TERMS AND CONDITIONS

- 1.1 Please take the time to read the following conditions carefully. These Conditions are the basis for the contract between us (PGL) and the booking entity and will apply to the services we provide to you.
- 1.2 In these Conditions, capitalised terms have the meaning given in the Dictionary in paragraph 22.

2. APPLICATION

- 2.1 A binding contract will be formed between you and PGL in accordance with these Conditions when you make a deposit to confirm your booking with us (PGL) in accordance with paragraph 3 of these Conditions
- 2.2 You, your employees, contractors, students, invitees and guests as a part of your booking (**Party Members**) accept these Conditions apply to your booking with us and agree to comply with its terms.

3. MAKING A BOOKING

- 3.1 To make a booking, you must provide us the details of your proposed booking over the phone or via email. If the dates you have nominated are available, we will complete and send to you a Booking Contract with details of your booking.
- 3.2 Once we receive the initial deposit of 10% of the total price of your booking as set out in the Booking Contract, your booking will be considered confirmed. We will send you a booking confirmation setting out the details of your confirmed booking. Your booking will be not considered confirmed and the details in the Booking Contract will not be binding until such time as we receive your deposit into our account
- 3.3 The deposit is not refundable after you receive a Booking Confirmation, unless we need to cancel your booking (which we will only do in accordance with these Conditions).
- 3.4 You must ensure the accuracy of all personal details provided to us by you in relation to any booking.

4. OUR CONTRACT

- 4.1 The Party Leader warrants that they have the authority to accept these Conditions on behalf of you and all Party Members.
- 4.2 The contract formed between you and PGL is comprised of the documents set out in paragraph

21.1 of these Conditions and is governed by the laws of Victoria, Australia.

- 4.3 Each party submits to the non-exclusive jurisdiction of Courts of Victoria, Australia.
- 4.4 You agree that the Party Leader (or the person subsequently notified in writing by you to us) will be our sole point of contact for correspondence regarding your booking and will have the authority to bind you and all Party Members in relation to any changes to your booking and in relation to the contract between you and PGL.

5. PAYMENT

- 5.1 We will send you an invoice for the balance of your booking fee prior to commencement of your booking.
- 5.2 Final participant numbers must be confirmed by you at least 4 weeks before the start date of your program. If final numbers are not confirmed by the due date, the participant numbers in the Booking Contract will be considered final.
- 5.3 We must receive the final balance for your booking no later than 2 weeks prior to the start of your program (or, if you receive our invoice within 2 weeks prior to the start of your program, within 3 Working Days of receipt).
- 5.4 If the final balance is not received by the due date, this will be regarded as a breach of contract by you, entitling PGL to treat the booking as cancelled by you. In those circumstances, the contract between us will remain in force until you receive written confirmation from us that we have elected to cancel the booking. If we elect to cancel your booking in these circumstances, you agree we are entitled to retain 100% of the deposit paid.

6. CANCELLATION

Change to party numbers

- 6.1 If you cancel the attendance of any Party Member and that cancellation brings the number of attendees below 90% of the number of Party Members identified in the Booking Contract, then we reserve the right to adjust the price of your booking to reflect a higher per guest cost.

Cancellation less than 12 months prior to booking

- 6.2 If you cancel your entire booking less than 12 months prior to commencement of your

occupancy, you agree that we will be entitled to charge you up to 10% of the total price of your booking to reimburse us for the reasonable costs we incur as a result of your cancellation.

Cancellation less than 6 months prior to booking

- 6.3 If you cancel your entire booking less than 6 months prior to commencement of your occupancy, you agree that we will be entitled to charge you up to 25% of the total price of your booking to reimburse us for the reasonable costs we incur as a result of your cancellation.

Cancellation within 30 days prior to booking

- 6.4 If you cancel your entire booking less than 30 days prior to commencement of your occupancy, you agree that we will be entitled to charge you up to 100% of the total price of your booking to reimburse us for the reasonable costs we incur as a result of your cancellation.

Use of funds paid

- 6.5 You agree that we may use the funds you have paid up to the day of receipt by us of your written request to cancel (or the date of commencement of your program, if you do not arrive). This may include us retaining 100% of the amounts paid to us (by you and all Party Members) if, for example, we are unable to fill your program occupancy with a replacement party.
- 6.6 If we are entitled under this paragraph 6 to charge you more than you have already paid for your booking at the point of cancellation, we may issue you with an invoice for the additional charges and you agree to pay that amount within 10 Working Days.

7. PRICE INFORMATION

- 7.1 Subject to any changes in GST or other taxes (which will be payable by you in full) and the remainder of this paragraph, all prices contained in these Conditions and contained in the Booking Contract will be fixed at the date the contract between you and us becomes binding.
- 7.2 Any goods, services or activities requested after the date on which our contract becomes binding and/or during your occupancy will be charged at the prices applicable at the time of request.
- 7.3 All prices in the Booking Contract, these Conditions and in our correspondence with you exclude GST, unless otherwise stated.
- 7.4 You agree that there may be additional costs if you do not pay by the due dates required under

these Conditions. We reserve the right to charge you the prices applicable at the time we receive late payment.

- 7.5 If we agree to change the dates for your booking, you acknowledge and agree that this may involve you being charged a higher price for your booking. This includes in circumstances where the booking has been moved to a time of year with higher applicable base price or the change of dates has resulted in an increase to our underlying costs.

8. IF WE ARE FORCED TO CHANGE THINGS

- 8.1 The arrangements contained in these Conditions are given in good faith. Occasionally we may have to make changes after a contract is in place and we reserve the right to do so at any time, by giving you written notice of that change. We will not alter the price of the program or significantly vary the characteristics of the goods or services to be supplied by us, without your agreement. Most changes will be minor, and you will be advised at the earliest possible date if a change is necessary.
- 8.2 In the unlikely event that it is necessary to significantly alter or cancel your program, we will attempt to offer a suitable alternative, if available. If we are not able, in your or our opinion, to provide a suitable alternative, we will cancel your booking and you will receive a refund (within 10 Working Days) of all amounts paid up to the date of cancellation, unless the change is due to a Force Majeure Event.

9. LIABILITY

- 9.1 PGL excludes all liability for:
- (a) interference with the performance of our services by persons or entities over which we are not responsible or have no control;
 - (b) loss caused due to any injury suffered by you or any of your Party Members, death and/or any damage to your property arising or connected with your use, or your Party Members' use, of our facilities and services;
 - (c) any incidental expenses that you or your Party Members may incur during your occupancy with PGL; or
 - (d) loss caused (whether directly or indirectly) by any factors beyond our control or as a result of a Force Majeure Event.

9.2 You and your Party Members acknowledge that there are certain risks associated with activities such as canoeing, archery, rock-climbing and accept such risks and acknowledge and agree that you, your employees, contractors, students, invitees and guests (as applicable) participate in camp activities and use PGL's facilities at their own risk.

9.3 You acknowledge and agree that for all bookings, you are solely responsible for the welfare and supervision of all attendees, including students, teachers and guests for the duration of the booking and for the purpose of duty of care and participation in PGL activities.

9.4 Our aggregate liability for breach of, or liabilities under, in respect of, and in connection with, these Conditions, or any booking related to it, as well as any duties at law and in equity (howsoever arising) and whether in contract, tort (except those involving illness, injury or death for which we are responsible in negligence), under statute, under indemnities or on any other basis is limited, at PGL's option, to:

- (a) the supply of services again; or
- (b) 100% of the amounts paid by you in respect of the booking.

9.5 The Australian Consumer Law may give certain consumer guarantees, which cannot be restricted, limited or varied. Those guarantees are unaffected by this paragraph 9. Subject to this paragraph 9.4, PGL does not give any guarantee, indemnity or warranty or make any representation of any kind, express or implied, with respect to the supply by PGL of any goods or services in connection with the contract between you and PGL.

9.6 It is your responsibility to take out appropriate insurance cover for your booking, taking into account your (and Party Members') personal health, financial position, and any other factors related to your personal circumstances (including cover for illness, injury, death, medical and repatriation expenses, loss of baggage and personal items).

10. INDEMNITY

10.1 You indemnify us against all costs, damages, expenses, claims and liabilities (including third party costs on a full indemnity basis) incurred by us arising out of or in connection with:

- (a) breach of these Conditions by you or a Party Member;
- (b) any personal injury or damage to property occasioned by, or contributed, to by you or any Party Member while in attendance at any of our premises;
- (c) the unplanned absence of any Party Member from our premises during your occupancy, including any associated search or rescue operations;
- (d) the attendance of any emergency services for any false alarms triggered by you or any Party Member while on our premises;
- (e) any failure by you or any Party Member to comply with your legal or regulatory duties, including your duty of care to any minors in your care while at our premises; and
- (f) the removal of any Party Member from our premises or property and the conduct and/or events resulting in that removal.

11. THIRD PARTY SERVICES

11.1 We are not liable for any loss or damage incurred by you in connection with the use of services of third party service providers booked by us on your behalf (for example, bus or transport companies). Your rights in respect of the services provided by third parties will be governed by the terms of supply by those suppliers to you and relevant laws and PGL excludes all liability in connection with the provision of those services.

11.2 You agree that you and your Party Members will comply with the terms and conditions of use of any third party services we book on your behalf and/or at your request.

12. DAMAGE TO PROPERTY

12.1 Without limiting paragraph 10, you acknowledge that you will be responsible for reimbursing us for any costs we incur in repairing any damage to property occasioned by you or your Party Members during your occupancy at our premises (excluding normal wear and tear).

12.2 You agree that we are permitted to issue you with an invoice for any such costs, which will be payable by you on receipt, unless otherwise stated.

13. COMPLAINTS PROCEDURE

13.1 If there is any problem with your program, we want to be the first to hear about it. It is essential

that you contact the Camp Manager as soon as possible so that we can try to rectify the situation on the spot.

- 13.2 In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Please notify us of any claim or dispute within 28 days of the date on which the program ended.

14. PERSONAL PROPERTY

- 14.1 Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibilities under these Conditions.

15. SUPERVISION

- 15.1 You will notify us who will be the 'Visit Leader' for your booking, on arrival. The Visit Leader has overall responsibility for the safety and welfare of your party.
- 15.2 The Visit Leader and other adult Party Members must ensure that all Party Members adhere to our code of conduct.
- 15.3 PGL reserves the right to ask the Visit Leader to remove Party Member(s) from PGL's premises and/or property, in the event of illegal activities, gross misconduct, safety concerns and/or consistent breaches of the code of conduct.

16. TRAVEL ARRANGEMENTS

- 16.1 We may book third party service providers to provide transport to and from our premises. You acknowledge that in accordance with paragraph 11, these services are not provided by PGL and you will be bound by the terms and conditions of the third party service provider.
- 16.2 The Party Leader and other accompanying adults will ensure that all passengers on any vehicle operated by a transport service provider that we book for you to transport Party Members to and/or from our premises will:
- (a) wear lap belts at all times (where available);
 - (b) not consume alcohol; and
 - (c) not walk around the vehicle while it is in motion.
- 16.3 You agree that we are not responsible for the loss of enjoyment or additional expenses incurred by you due to delays or changes in any travel

arrangements or other services which are caused by circumstances amounting to a Force Majeure Event.

17. SPECIAL REQUESTS

- 17.1 Any special requests must be clearly notified to us in writing. We cannot guarantee that special requests will be fulfilled, and you agree that failure to do so does not constitute a breach of these Conditions or of the contract between us.
- 17.2 Special requests will only be held to form part of the contract between you and PGL when they have been confirmed in writing in your Booking Contract.

18. ADDITIONAL REQUIREMENTS

- 18.1 We are continually working to enable all young people to enjoy the many benefits of our programs. If members of your party have additional requirements, relating for example to disability, culture, diet etc, please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

19. DATA PROTECTION & PRIVACY

- 19.1 We have measures in place to protect the personal booking information held by us. The contact details supplied by you, including postal address, telephone and email address, will only be used in accordance with the Privacy Act 1988 and our Privacy Policy, available here: <https://www.pgladventurecamps.com.au/privacy-policy/>

20. COVID-19 SPECIAL CONDITIONS

- 20.1 Both parties acknowledge the uncertainty arising from the current COVID-19 pandemic, the measures taken by State and Commonwealth Governments in relation to the pandemic (**Covid-19 Pandemic**).
- 20.2 If either party becomes aware that it will be unable to comply with any of its obligations on time due to binding health and legal directives or legislation relating to the Covid-19 Pandemic, it must as soon as possible give the other party a written notice which sets out:
- (a) the nature and extent of the obligations affected by the Covid-19 Pandemic; and

(b) the ways in which the Covid Pandemic will affect its ability to perform those obligations.

20.3 When a party receives a notice under paragraph 20.2, it must respond to the notice as soon as practicable, and the parties will attempt in good faith to reach a mutually acceptable resolution. We may provide a proposal that we vary your booking to mitigate the effects of the Covid-19 Pandemic (for example, to change dates or offer a credit note, as appropriate and subject to any conditions at our sole discretion).

20.4 If the parties cannot agree a mutually acceptable resolution, the time for performance of PGL's obligations under these Conditions will be extended for any reasonable period during which its performance is prevented by the relevant health and legal directives relating to the Covid-19 Pandemic (and for a reasonable period thereafter in cases where a credit note or change of booking dates is offered).

20.5 You release PGL from any claims, loss, damage, costs or expenses in respect of any delay or changes to your booking arising under this paragraph 20.

21. GENERAL

21.1 The binding contract between you and PGL is comprised of: (i) the front pages of the Booking Contract, and (ii) these Conditions.

21.2 We may without notice to you assign, transfer and/or subcontract our rights and/or obligations (in whole or in part) under the contract between you and PGL. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under our contract without our prior written consent.

21.3 Each paragraph in these Conditions is severable and if any paragraph is held to be illegal or unenforceable, then the remaining paragraphs will remain in full force and effect.

21.4 No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

22. DICTIONARY

22.1 In these Conditions, unless the context otherwise provides or requires:

(a) the terms **we, us, our** or **PGL** refers to PGL Adventure Camps Pty Ltd (ACN 167 191

997 and registered office 1302 Trentham Road, Kyneton, VIC 3444), our agents, employees and/or contractors; and

(b) the terms **you, your** or **booking entity** refers to the person or entity specified in the 'Group Details' in the Booking Contract or any person or entity that accepts our Proposal and agrees by conduct or by virtue of notice or otherwise to be bound by these Conditions, including any related company, related party, officer and authorised person of the relevant person.

22.2 In these Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

(a) **Booking Confirmation:** the confirmation of your booking we send to you once we receive your deposit, as provided in paragraph 3.

(b) **Booking Contract:** the booking contract sent by us to you setting out the details of your booking.

(c) **Conditions:** these terms and conditions.

(d) **Covid-19 Pandemic:** as given in paragraph 20.1.

(e) **Force Majeure Event:** circumstances or events outside our reasonable control, including war, the threat of war, national emergency, riot, civil strife, actual or threatened terrorist activity, act of god, industrial dispute, governmental action, change in law or regulation, epidemic, pandemic, disease, public health event, adverse weather, natural disaster (including fire, flood, lightning or earthquake) or nuclear disaster.

(f) **Party Leader:** the person who books the booking entity with us for the occupancy, as further described in the Booking Contract.

(g) **Party Members:** as given in paragraph 2.1.

(h) **Working Day:** is any weekday other than a public holiday in Melbourne, Australia.