



# Booking Terms & Conditions – Holiday Camps

## The small print (important – please read)

Please take time to read the following terms and conditions carefully. They are the basis of the contract between yourself and PGL.

This terms and conditions document uses the terms 'your child' and/ or 'young person' interchangeably to describe the young person under 18yrs that you are the responsible adult for in regards to the booking of this holiday camp.

## 1. Contract

Your booking is with PGL Adventure Camps Pty Ltd. (ACN 167 191 997). The registered office is: 1302 Trentham Road, Kyneton, VIC 3444.

## 2. Application

A contract will exist when we have received confirmation of your booking and payment transaction. You will automatically receive a confirmation email and tax invoice from TryBooking detailing precisely what has been purchased and the relevant tickets. If you think anything is incorrect, don't hesitate to get in touch with us straight away.

The laws of Victoria, Australia govern the contract between us and any dispute must be initiated in the Courts of Victoria, Australia. All monies paid to TryBooking, our appointed ticketing agent, will be held by the agent for PGL until they are paid over to PGL.

## 3. Making a booking

### a. Payment

All adventure holiday camp and day camp bookings are processed through TryBooking, with payment in full made at the time of booking. We are unable to process deposit payments at this time.

### b. Pricing Information

All prices in these Conditions and the Booking Contract will be fixed when the contract between you and us becomes binding.

All prices are guaranteed as advertised for the specified timeframes, except for changes in the rate of GST.

All goods or services requested after the date on which our contract becomes binding will be charged at the prices applicable at the time of the request.

All prices in the Booking Contract, these Conditions and our correspondence with you include GST unless otherwise stated.

### c. Group discount tickets

Group discounts for two or more children are only valid when used in conjunction with one full-price holiday camp ticket. Bookings made through TryBooking without a full-price ticket will be voided and refunded. We will notify you in advance of this action. If you wish to proceed with booking an adventure holiday camp, you will need to make a new booking in accordance with the above.



#### **d. Early Bird Offer**

Early Bird discounts will be available for holiday camp tickets only, and for the advertised duration only. No other offers or discounts are applicable during the Early Bird offer period.

### **4. Insurance**

PGL does not offer insurance, so it is your responsibility to take out appropriate insurance cover for your booking. If your child cannot attend camp and you need to cancel the holiday, PGL cannot provide a refund, and the fees outlined in Section 7 will apply. With insurance coverage in place, you may be able to make a claim, though this is dependent on your circumstances.

Insurance cover could include, and is not limited to:

- Independent travel for 8 – 14 yr. old's
- Cancellation and curtailment
- Personal accident
- Personal belongings
- Travel (if using escorted coach travel)
- Personal liability

### **5. Changing your booking**

If you wish to make any alterations after you have confirmed your booking (e.g. changing your booking from a 3-day camp to a 5-day camp), please contact our Holiday Camp staff by phone. We will need to void your booking within the TryBooking portal and process a new booking that reflects your required changes. Please note that such alterations will require the initial payment to be refunded and a new payment to be processed over the phone by credit card.

If you wish to add an optional extra, i.e. bedding or escorted travel, to your existing booking, you can process this through the TryBooking portal.

Please note that the ability to make changes to bookings is subject to availability.

### **6. If we are forced to make changes**

PGL will do its utmost to provide all the arrangements that have been confirmed but must reserve the right to alter or cancel any activities, accommodation, or other arrangements, including escorted travel if operational, weather or other considerations so dictate.

If we have to make a significant change to your holiday, we will offer a suitable alternative, if available, or 100% refund if we are not able, in our opinion, to provide a sufficiently comparable alternative.

### **7. Cancelling your holiday**

In the event you have to cancel your PGL Adventure Holiday Camp, cancellation fees will apply, as follows:

Cancellation of holidays:

- Up to 14 days prior to commencement – 10% of the total holiday price
- 7 – 14 days prior to commencement of – 50% of the total holiday price
- Less than 7 days prior to commencement – 100% of the total holiday price



Cancellation of additional extras:

- Travel costs are only refundable for cancellations received more than 14 days prior to holiday commencement.
- Optional extras such as bedding are refundable for holidays cancelled up to 7 days before the day of commencement.

All cancellations need to be confirmed to us in writing as soon as possible by emailing [holidays@pgladventurecamps.com.au](mailto:holidays@pgladventurecamps.com.au).

Please note that cancellation fees are calculated from the date on which we receive written communication and therefore we recommend that you contact us as soon as you are aware of the need to cancel the holiday.

## 8. Compliments, feedback and complaints

If you have any feedback regarding any aspects of the holiday camp either before, during or after the holiday, then we would like to hear from you, and we want to put this right for you as soon as possible. If you wish to contact someone regarding any aspect of this, then you can do the following:

### **Prior to the holiday:**

If you wish to speak to someone regarding your experience, then please call us on 1300 859 895 and one of our Senior Team would be happy to speak with you.

### **During the holiday:**

If your child is unhappy with any aspect of the holiday, we recommend that they immediately speak to their Group Leader or any PGL staff member so we can help rectify the issues as soon as possible.

If your child does not feel comfortable doing this, there is a discreet 'chatterbox' system at the camp that allows them to communicate their concerns in writing. However, if you wish to speak to anyone regarding any concerns during the holiday camp, we recommend that in the first instance you contact the camp directly and speak with one of the Guest Care Team, who can speak with your child or address any concerns raised.

### **After the holiday:**

We want to hear about your experience. We always use feedback to monitor and improve our holiday camps and ensure we deliver the highest customer care and service levels. Once the holiday is over, we will send you an online feedback form for you as a parent and for each child that visited the camp and ask you to rate all aspects of the holiday and provide as much feedback as possible.

Due to the large volume of feedback forms that we receive, we are unable to provide individual responses for these and therefore, if you wish to raise a complaint about the holiday, we recommend that you email our team at [holidays@pgladventurecamps.com.au](mailto:holidays@pgladventurecamps.com.au) or write to us at PGL Adventure Camps, 1302 Trentham Road, Kyneton, VIC 3444 with the details of your complaint/feedback.

Once we receive your email, one of our team members will take responsibility for responding to your feedback/complaint. First, we will conduct an investigation, including speaking with any key staff and requesting logs or evidence that provides clarity for the issues you have raised (If we need more information from you, we will contact you). Then, once we have gathered and reviewed all the information required to respond fully, we will do so by phone or in writing. We aim to reply thoroughly and promptly within 28 working days of acknowledging your complaint. However, in some instances, additional time is necessary to be able to respond fully (but we will keep you informed of our progress if this is the case). In the meantime, if you wish to speak with a member of our team, please call us on 1300 859 895, and we would be happy to discuss any matters with you.



## 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 your child's, death and/or any damage to your property arising or connected with your, or your child's use, of our facilities and services;
- c. any incidental expenses that you may incur during your or your child's occupancy with PGL;
- d. loss caused (whether directly or indirectly) by any factors beyond our control or as a result of a Force Majeure Event\*.

*[\*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, lighting or earthquake) or nuclear disaster.]*

9.2 You 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 and/or your child/young person participate in camp activities and use PGL's facilities at their own risk.

9.3 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.

9.4 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.

9.5 It is your responsibility to take out appropriate insurance cover for your booking, taking into account your young person's personal health, your financial position, and any other factors related to your or the young person's 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 your child/young person;
- b. any personal injury or damage to property occasioned by, or contributed, to by you or your child/young person; 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 your child/young person while on our premises;



- e. any failure by you or your child/young person to comply with your legal or regulatory duties, including your duty of care while visiting our premises;
- f. the removal of your child from our premises or property and the conduct and/or events resulting in that removal.

## 11. Your responsibility

It is the responsibility of the parent/guardian or other person acting in 'loco parentis' to advise PGL in writing of any dietary requirements, illness, disabilities, social or behavioural problems that a young person currently has or has recently experienced, which might affect the young person or other guests during the PGL holiday. In addition, we may request written confirmation confirming the suitability of the holiday for your child with particular reference to such considerations as social compatibility, physical access, successful participation and health and safety. We will naturally treat any personal information sensitively and respect confidentiality. We are committed to making our holidays accessible to as many guests as possible. However, very occasionally, we may not be able to provide the service required and will refund any monies paid.

We reserve the right to exclude any person before or after the holiday starts if important personal details have not been fully declared and/or his/her behaviour is incompatible with the general enjoyment and well-being of others. Collection of the child would be entirely at the responsibility and expense of the person acting in 'loco parentis' to whom any costs for damage and other expenses incurred would also be charged.

Behaviour deemed inappropriate may include (but is not limited to):

- Consumption of alcohol
- Leaving the site unless accompanied by a PGL member of staff
- Suspected involvement with illegal drugs
- Smoking and using E-cigarettes or Vaporisers outside of designated areas and smoking by under 16s
- Entering cabins accommodating young people other than your own
- Theft or illegal activities
- Threatening behaviour, bullying, offensive or insulting language to other guests, PGL staff or any other person resident on camp
- Anti-social behaviour affecting other guest's enjoyment of their holiday
- Leaving rooms during the night without a legitimate reason
- Deliberately tampering with safety systems (e.g. CCTV, Fire Alarms)
- Misuse of mobile devices
- Sharing or viewing inappropriate material or abuse of social or other media
- Damaging other guests property

At PGL, we believe in second chances and know that many children recognise the impact of their behaviour. However, our policy is to impose an exclusion period for anyone whose holiday is curtailed due to their behaviour. Therefore we are unable to honour any bookings for the next 12 months. After this time has passed, we would be happy to consider them returning to PGL on the understanding that they can adhere to our Code of Conduct.

## 12. Special Requests

Any special requests must be clearly notified to us in writing. We cannot guarantee that special requests will be fulfilled, and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between you and the Company when they have been confirmed in writing to be guaranteed by the Company.



### 13. Personal property

Your personal property, including baggage, is your responsibility at all times unless any loss or damage is due to our negligence or failure to carry out our responsibility. Please note that an adventure holiday camp is not the place to bring mobile phones, expensive watches, jewellery, photographic equipment or other precious items which your insurance may not cover.

### 14. Data protection

We have measures in place to protect personal booking information. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil holiday camp administration and to communicate details of PGL's products and services, except as required by law. The personal information requested at the time of booking and on subsequent proformas is held on a computer and is needed to allow our employees and suppliers to provide the promised holiday camp to our usual high standards. All handling of this data will be in accordance with the Privacy Act 1988, and our Privacy Policy, available on our website at [www.pgladventurecamps.com.au](http://www.pgladventurecamps.com.au)

By providing us with the information required for booking you are deemed to accept the above.

#### a. TryBooking

By purchasing holiday tickets through TryBooking you are agreeing to their:

- Customer Terms and Conditions
- Privacy Policy

It is important for you to read and understand these Policies when prompted during the checkout process.

### 15. Marketing

PGL may use your written feedback in promotional materials, whether it reaches us in emails, letters or on our feedback forms. If you do not wish to be quoted, please inform us on any written material you send us.