

TERMS AND CONDITIONS OF HIRE

These terms & conditions of hire ("Terms and Conditions") govern the rental of the premises by you from us. The payment by you of the deposit indicates your acceptance of these Terms and Conditions. Please familiarise yourself with these terms prior to paying the deposit.

DEFINITIONS:

"Premises" means Carey Park or Ferndale Lodge; "You" and "your" refer to the organisation specified in these Terms and Conditions. "Us", "we" and "our" refer to Adventure Camp Trust Board operating as Carey Park or Ferndale Lodge.

BOOKING AND DEPOSIT:

Your booking will be held for 21 days from the date of this invoice only. If you do not pay this invoice in full within 21 days of the date of the invoice we reserve the right to release the requested dates without notice. In order to confirm your booking, please pay your non-refundable deposit either by cash, or direct credit, into our bank account as detailed on the invoice. Your deposit is made in partial payment of the total contract price.

MINIMUM CHARGES:

Pricing is based on the numbers attending your camp. However, there is a minimum group charge per night as specified. If your group numbers fall below the minimum charge amount, you will be charged the Minimum Group Charge per night.

EARLY ARRIVAL FEE:

Guest groups who would like to arrive early shall be charged at \$50 per hour or part thereof, if convenient with other bookings, and camp facility operations such as cleaning etc.

LATE DEPARTURE FEE:

If you extend your departure beyond Weekdays 1:00pm or Friday's and Sunday's 2:00pm. We will potentially charge a late departure fee of \$400.

NIGHTS BOOKED SURCHARGE:

Pricing is based on a per person per night basis. Guest groups who wish to book for three nights only may be subject to a 25% surcharge. Any surcharge will be discussed at the time of your booking.

PUBLIC HOLIDAY SURCHARGE:

Guests who wish to book their stay during a public holiday may be subject to a 25% surcharge. Any surcharge will be discussed at the time of your booking.

NUMBERS:

You must advise us of your expected attendance numbers no less than 15 days prior to your arrival date ("15 Day Advance Number"). You will be charged for your stay based on the 15 Day Advance Number, even if actual attendance numbers are less than advised, apart from where the Minimum Group Charge applies. We do provide a 50% refund for any non-attendance of individual members in your party, after we receive your 15 day advanced number. This is upon receipt of a medical certificate detailing the reason for non-attendance. If the actual attendance numbers are more than the 15 Day Advance Number, you will be charged separately for the additional number of people in attendance, apart from where the Minimum Group Charge applies.

SPECIAL REQUIREMENTS:

You must advise us of your special requirements, including but not limited to whether cooked breakfasts will be required, whether duties will be performed by your group, whether banquet meals will be required and any food allergy requirements of your group no less than 15 days prior to your arrival date. You will be charged for any special requirements based on such advice, even if the special requirements are cancelled or not required. If the actual special requirements are greater than advised, you will be charged separately for the additional special requirements. We are unable to guarantee the provision of special requirements which have not been notified to us 10 days prior to your arrival.

RESPONSIBILITY OF GROUP:

The person who makes the booking for the group is responsible for the group during their stay at the camp. Each group will be required to enter into a waiver as to our liability for any loss of or damage to personal property, injury or death.

EXCLUSIVE USE:

Guest groups have exclusive use of the Carey Park facilities where the group size is over 70 people. For groups under 70 people there is the possibility that the facilities could be shared with another group. There is no guarantee of exclusive use at Ferndale.

TERMS OF PAYMENT:

10 days prior to your arrival date we will send you an invoice for your accommodation, special requirements, meals, extras and any activity fees based on your 15 Day Advance Number. This invoice needs to be paid prior to your arrival date. We accept payment via cash, Eftpos, or direct credit into our bank account. Any additional costs (e.g. accommodation provided over and above the 15 Day Advance Number, any extra special requirements) must be settled within seven days after your departure date.

COLLECTION COSTS:

In the event of non-payment of your invoice, you indemnify us against all costs (including collection agency fees and/or legal costs on a solicitor-client basis) incurred by us in collecting any outstanding monies.

PRICE INCREASES:

We do our best to hold prices. We reserve the right to increase prices at any time where they may occur. Should this be necessary we will advise and discuss with you as soon as practicable. We will endeavour to give three months' notice of any increase.

CANCELLATIONS:

Once confirmed, if you wish to cancel your booking, this must be done in writing. If you cancel your booking within 90 days of your arrival date the Minimum Group Charge will be payable. This includes the situation where your booking was made within 90 days of your arrival date. If you cancel your booking more than 90 days from your arrival date, no additional charges will be payable. In either case, you agree the deposit shall be retained by us as a reasonable assessment of costs incurred by us preparing for your booking and making the premises available for your use.

FORCE MAJEURE:

Should any unexpected event, such as an earthquake, fire, flood, significant weather event or civil disturbance, prevent either you or us from carrying out our respective obligations under these Terms and Conditions, neither you nor us shall be liable for the non-performance under these Terms and Conditions.

DAMAGE:

You are responsible for any and all loss or damage caused to the buildings, their fixtures and chattels, and the camp facilities and equipment relating to activities during the period of hire for your camp/function, beginning at your arrival time on your arrival date and ending at your departure time on your departure date as detailed in these Terms and Conditions. You agree to pay the costs of rectification of any damages. Including damage caused by any other service provider acting on your behalf or hired by you.

LIABILITY:

We do not accept any liability whatsoever in relation to your booking, including but not limited to the loss of or damage to any personal property or the injury or death of any individual. You indemnify us and hold us harmless against any liability, expense, costs (including legal costs on a solicitor-client basis), loss or damage suffered by us and attributable to your use of the premises and the actions or omissions of your group or any individuals in your group.

GENERAL:

During your camp, your group shall not; exceed any noise level which, in our sole opinion, may disturb the neighbours of the premises, or contravene any legislation set by the local authority or any other relevant legislation. Any noise infringement fines levied by the local authority will be charged to you. Cause any nuisance; Breach any laws, either as a group or individually; Behave in any way which would cause disturbance, disruption or void our insurance policies. Any items you bring onto the premises must be removed at the conclusion of your camp. Temporary structures may only be erected with our prior approval. Temporary structure may require a building consent or permit from the local authority any building consent/permit is your responsibility. We will not accept any responsibility or liability for the delivery or collection of your personal, hired or third party goods. No items are to be pinned, nailed or glued to the wall surface either internally or externally. No food or beverage is to be brought in or served at the venue without our prior approval. We are not liable for the loss of, damage to or destruction of any equipment or goods left at the premises prior to, during or after your camp, including any loss of or damage to your or your group's property. Vehicles are parked at the premises entirely at the vehicle owner's risk and we will not accept any liability for loss or damage in relation to the same. We reserve the right to exclude or eject from the premises, either before, during or after your camp, without liability, any person whom at our sole discretion we consider to be objectionable, improper or undesirable.

CHANGES:

Only the person/s named are authorised to. Charge to the booking account. Make changes, alterations or additions to the booking details.