

Terms & Conditions

By making this booking and paying the Deposit you agree that you have read and understood the Terms and Conditions ("Terms") set out below. You agree that the Terms are legal binding and apply to your booking, accommodation, attendance and use of the Camp Area.

1 Payments

Deposit

- 1.1 The Deposit is required at the time of booking.
- 1.2 The deposit amount for Groups is AU\$500.00.
- 1.3 Caravan/campers are required to pay the full payment at the time of booking.

Balance

- 1.4 The balance payment is calculated on the final number of attendees and number of days booked.

Groups

- 1.5 The final number of attendees and nights booked is calculated 14 days before the arrival date, from the following:
 - (a) the number of attendees and nights that you listed on the Booking Form; or
 - (b) the revised number of attendees or nights notified by you by contacting the LCD accommodation manager by email at info@campduckadang.com.au or by telephone on (07) 3517 1590 no later than 14 days before the arrival date.
- 1.6 LCD will confirm, by emailing you, your booking details and issue an invoice for the balance payment before the scheduled arrival date. The invoice is payable no later than 7 days before the arrival date.

Caravan/campers

- 1.7 The final number of attendees and nights booked is calculated at the time of booking. The balance payment is due at the time of booking.

Fees

- 1.8 The fee paid includes accommodation/ caravan or camping site (as the case may be), use of facilities and activities as set out in your booking confirmation.

Payment Methods

- 1.9 Direct Credit: Your confirmation letter will outline bank details to transfer payment to make for your booking.

- 1.10 Payment may be made by credit card over the telephone (Mastercard or Visa only. We do not accept Diners or Amex). NB – a transaction fee applies where a credit card is used (between 1.5 – 2.0% depending on the card).

2 Cancellations

- 2.1 You may cancel your booking by emailing the LCD accommodation manager at info@campduckadang.com.au. If you cancel your booking LCD will refund the amount set out below, which you acknowledge has been agreed in good faith, is a genuine pre-estimate of the loss LCD is likely to suffer as a consequence of a cancellation and are reasonable and not intended as a penalty.

Groups

Notice before date	period arrival	Refund amount
3 months or more		Full refund of Deposit
Less than 3 months		No refund of Deposit
Less than 7 days		No refund of Deposit Refund of 50% of balance payment
No notice (failure to arrive)		No refund of Deposit No refund of balance payment

Caravans/campers

Notice before date	period arrival	Refund amount
30 days or more		Refund of booking payment
Less than 30 days		Refund of 50% of booking payment
Less than 7 days		Refund of 25% of booking payment
No notice (failure to arrive)		No refund of Deposit

- 2.2 If you decide to depart early for any reason or an attendee does not arrive, no refund will be given.
- 2.3 Please note LCD does not refund due to a change in weather conditions.
- 2.4 If you need to cancel because of an emergency and your reason is an extenuating circumstance you might be able to apply for a full extenuating circumstances refund. The decision of LCD is final.
- 2.5 LCD recommends that you take out travel insurance to insure yourself against cancellations due to illness, travel interruptions or theft during your stay.

3 Additional charges

Additional attendees

- 3.1 The balance payment is based on the number of attendees. All additional attendees are charged on a per person, per night basis.

Day visitors

- 3.2 Day visitors are charged on a per person basis. Each day visitor must be registered, and the cost of the day visitor is paid in advance.

Additional Instructors

- 3.3 If additional instructors are required for an outdoor activity that you have booked, you will be charged at the Instructors rate. The cost of the additional instructor is set out in your **booking confirmation**.

4 Termination of Bookings

- 4.1 LCD reserves the right to terminate the booking should there be any serious breach of the booking and hire conditions. Should this situation arise, payment equal to the full amount of the booking must be made by the group prior to departure.

5 Hire Conditions

Group Leaders

- 5.1 You must nominate an individual from your group who is over 18 years of age and will be responsible for:
 - (a) liaising with the LCD Representative;
 - (b) providing the LCD Representative with a list of attendees on arrival at the camp (**Attendee List**);

- (c) notifying the LCD Representative promptly of any changes to the Attendee List;
- (d) notifying the LCD Representative of any day visitors;
- (e) ensuring that all attendees and day visitors are informed of the Camp Safety Briefing and Hire conditions.

Attendees

- 5.2 You must ensure that any attendee under 18 years of age has the consent of their parent/ legal guardian to attend the camp.

Camp Area

- 5.3 You must not, and ensure that the attendees and day visitors do not:
 - (a) carry on or permit to be carried on at the Camp Area anything that is dangerous, noxious, noisome, offensive, illegal, immoral, noisy or is likely to harm the reputation of Camp Duckadang. LCD may refuse admission to or remove from the Camp Area any person whose behaviour is unsatisfactory or may be contrary to these Terms & Conditions or any relevant law;
 - (b) bring onto or remove from the Camp Area anything which is likely to damage the Camp Area or the property of any person or cause death or injury to any person in or around the Camp Area;
 - (c) enter the accommodation of another attendee or guest without consent.

Health and Safety

- 5.4 You must, and ensure that the attendees and day visitors, adopt and observe contemporary health and safety practices and procedures appropriate to use of the Camp Area, and in addition comply with LCD's health and safety processes and procedures insofar as they relate to the camp.
- 5.5 You must also comply with, and ensure that the attendees and day visitors and those for whom you are responsible comply with:
 - (a) all relevant laws; and
 - (b) any safety plan and other requirements, including the directions of LCD applicable to the Camp Area relating to health and safety.
- 5.6 You must ensure that the Group Leader immediately notifies the LCD Representative of any incident or accident relating to health and

safety and provide all reasonable assistance as requested by the LCD Representative.

- 5.7 Without limiting paragraphs (a) and (b), if LCD notifies you that any item of equipment or other item (**Item**) brought onto the Camp Area by you, your attendees or any day visitor at the camp is or may be required to be retained at the Camp Area as part of any investigation into the occurrence of any incident which has occurred at the Camp Area in relation to that item or which that item is relevant (including without limitation a Worksafe investigation) you must not remove that Item from the Camp Area and must not permit any other person to remove that item except with the approval of LCD.

- 5.8 LCD may impound the item and retain possession of the Item until the Item is no longer required for the purposes of the investigation.

Emergency Procedures

- 5.9 Emergency procedure notices are posted throughout the Camp and campers are required to make themselves familiar with the arrangements.
- 5.10 LCD staff are to be informed of any calls to emergency services so as to make the Camp telephone available for groups to contact services if required.
- 5.11 LCD motor vehicles are not available for transport in an emergency accident or illness situation.

Medical Conditions

- 5.12 You are responsible for any medication (including EpiPens) required to treat the medical conditions or allergies of you and/or your group.
- 5.13 LCD will not be responsible for any loss, damage or compensation that may arise as a result of the participant suffering from any medical conditions including liability for serious injury or death.

First Aid

- 5.14 First aid is the responsibility of the campers. Campers must provide their own first aid staff and equipment.

Fire Fighting Equipment

- 5.15 Extinguishers and smoke detectors are vital and are located around the site. These should not be tampered with or removed.

The Environment

- 5.16 No guest is permitted to bring firearms, animals or pets on to the property or to disturb the natural environment. Guide dogs and assistance animals, where required by guests, will be

allowed. Please advise LCD at your earliest opportunity if this applies.

- 5.17 Care and common sense should be taken when approaching campsite animals.
- 5.18 Garbage and recyclable materials are to be placed in designated areas.

Telephone Coverage

- 5.19 There is no mobile coverage at Lions Camp Duckadang.
- 5.20 There is a landline available for special circumstance calls.

Parking

- 5.21 All vehicle parking is strictly at the owner's risk and only in areas as directed or sign posted. We suggest removing keys for safety.
- 5.22 Parking is on grassed areas where indicated, unless by prior arrangement. Please refrain from parking in front of the dormitories.
- 5.23 Speed restrictions of 5 km/hour apply and are strictly enforced.

Campfires and BBQs

- 5.24 No fire or BBQ may be lit on the property without the consent of LCD staff.
- 5.25 Fire restriction notices and Total Fire Ban Days must be strictly observed.
- 5.26 Campfires are not to be lit without expressed permission from LCD management, as fire bans may apply.

Swimming Pool

- 5.27 It is a requirement that the group leader arrange for suitable qualified adults to supervise swimming for guests under 18 years of age.
- No Bombing
 - No Running
 - No Whirlpools
 - No glass containers or food to be taken into pool area
 - Rules are at the swimming pool

Specialised Activities

- 5.28 The following activities are considered specialised activities.
- 5.29 (Please note that the following list of activities is under constant review and is subject to change from time to time).
- 5.30 Require certified instructors: Zipline, Abseiling, Archery, Low Ropes Course, Canoeing, and Observatory

- 5.31 Don't require certified instructors: Swimming pool, tennis, outdoor oval games.

Sun Smart

- 5.32 Programs that operate outdoors should consider how they will protect children from the effects of the sun. It is recommended that these programs ensure children cover exposed skin, wear a hat, and sunscreen and do not remain in direct sunlight for prolonged periods on warm or hot days.

Damages to and Loss of Property

- 5.33 All breakages and losses to Camp property or equipment are to be reported to the LCD management. These losses will be invoiced to the group.
- 5.34 LCD takes no responsibility for the loss or damage to personal property.

Alcohol/Drugs/Smoking

- 5.35 All buildings on site are designated smoke free.
- 5.36 There is a designated smoking area, next to the pool area.
- 5.37 Illicit Drugs are not permitted on site.
- 5.38 Alcohol is permitted with prior arrangement with LCD management.

Out of Bounds

- 5.39 Workshops, Residences, surrounding property, specialized activity areas (unless in use by group with correct supervision and instruction) Electrical switchboard room/cleaning rooms, store rooms, pantry, cold room, pool shed and areas marked as "Authorised Entry Only" are Out of Bounds Areas.

Arrival and departure

- 5.40 **Check-in Times:** Rooms – 3:00pm. Sites – 3:00pm. (AEST)
- Late Check-In:** Please ensure your arrival is within office opening hours.
- Late Check-Out:** LCD offers late check-outs up until 2pm, subject to availability. Day rates apply to late check-outs for both Sites and Rooms. Please enquire with reception the day prior to departure.
- 5.41 Check-out Times: 10:00am (AEST)
- 5.42 Bayley house bathrooms are available for use until departure.
- 5.43 Office Hours: LCD office is currently open daily from 9:00am-5:00pm Thurs – Monday; Closed Tues and Wed unless booked. (AEST).

Conclusion of the Camp

- 5.44 You must, and ensure that all attendees and day visitors, at Conclusion leave the Camp Area clean, tidy and in the same condition as the Camp Area was before you set up. LCD will provide a Checkout checklist and an inspection will be undertaken before departure. If LCD is required to clean or reinstate the Camp Area from the use of the Camp Area by you, the attendees or day visitors, you must pay or reimburse LCD the cost of the cleaning or reinstatement.
- 5.45 Unless LCD directs otherwise, at the Conclusion you must remove all your property, and ensure the attendees and day visitors remove all their property, from the Camp Area.
- 5.46 LCD will not be responsible or liable for any property left or abandoned at the Camp Area during the Camp or after Conclusion.

General

- 5.47 You must comply with all relevant Laws.
- 5.48 You must not obstruct LCD or any member of any emergency or security service from exercising their duties in or around the Camp Area.
- 5.49 The Group Leader must supervise, direct and control at all times your attendees and day visitors.
- 5.50 Other than guide dogs, pets are only allowed in the Camp Area with the prior consent of the LCD Representative.

6 Groups

Arrival and departure

- 6.1 **Catered Midweek group** bookings commence with lunch on the arrival date and conclude with lunch on the departure date, unless otherwise agreed with the LCD Representative.
- 6.2 **Catered Weekend group** bookings commence at 5pm on the arrival date and conclude at 3pm on the departure date, unless otherwise agreed with the LCD Representative.
- 6.3 An LCD Representative will address the group on the arrival date and it is the responsibility of the Group Leader to assemble the group at a mutually convenient time.

Adult Supervision

- 6.4 It is the responsibility of the Group Leader to ensure that campers understand and follow LCD rules and procedures. These are provided for the good order of the camp and safety of all guests.

6.5 LCD suggests a ratio of one leader to ten camper (1:10) as a minimum. This is only a guideline however and useful ratios vary from group to group. The group leader is responsible for supervision of the group at all times.

6.6 LCD staff and their subcontracted outdoor facilitators may instruct, lead, demonstrate or assist in an activity but the group leader is deemed to be responsible for overall group supervision and safety.

Catered Food Facilities

6.7 With the prior consent of LCD, LCD may cater for Dairy Free, Lactose Free, Gluten Free, Seafood Free, Egg Free, Nut Free and vegetarian diets.

6.8 If an individual's diet/allergy exceed more than two of the above listed LCD will not be able to cater for this and the individual will be required to provide all meals and snacks to be precooked or prepared in advance, house in sealed containers and stored appropriately.

6.9 **Nut allergy:** LCD will take every reasonable effort to avoid the use of nuts or peanut derivatives in prepared food but does not guarantee that attendees or day visitors will not come into contact with nuts, nut derivative or nut residue during their stay.

6.10 **Sesame and Soy allergy:** LCD is unable to cater for sesame or soy allergy.

Self-Shared Food Facilities

6.11 You acknowledged that food preparation and consumption utilises shared facilities and agree that LCD does not guarantee that your food will not come into contact with other foods, for example nuts, soy, gluten, lactose etc

Dorms, Cabins and Rooms

6.12 Guests are only permitted to access buildings to which they have been allocated.

6.13 The number of dorms/cabins/rooms allocated to each group is based on the total number of guests as advised by you.

6.14 Should you wish to utilise additional accommodation areas, a cleaning fee will apply.

Number of attendees per room

6.15 You must ensure that the number of attendees sleeping in a room does not exceed the number of beds.

6.16 Beds and/ or mattresses must not be removed from a room without the express consent of the LCD Representative.

Linen and Towels

6.17 You must ensure that all attendees bring and use bath towels and bedding, including sheets, blankets/duonas, pillows and pillowcases.

6.18 It is a Health Regulation requirement that a sheet must cover every bed mattress.

Bunk Beds

6.19 Children under the age of 9 are not permitted to sleep in the top bunk.

Lighting and fans

6.20 Please ensure all lights and fans are turned off when your rooms are not being used.

Daily Duties

6.21 The Camp is to be maintained in a tidy condition by guests. Groups may be requested to provide duty groups to assist with such duties as setting and clearing of tables, washing up of crockery and cutlery and some daily cleaning duties. These duties will be specified by LCD staff. LCD will clean amenities after the conclusion of a camp, however, groups must maintain them in a tidy state.

Sharing the Camp

6.22 Groups can be expected to share the Camp with another group or groups unless they have booked the Camp exclusively. The Camp may be booked on an "Exclusive Use" or "Bottom Bunk only" basis, however additional charges may apply.

6.23 Please note that unless you have arranged for the exclusive use of the Camp, you may share a common Dining Room with another group booking.

Shared Food Facilities

6.24 Due to the use of shared facilities, LCD cannot guarantee that your food will not come into contact with other foods, such as nuts.

Guaranteed Site – Caravans/campers

6.25 Please note that LCD does not guarantee site. You are booking a site type. Sites are allocated at the discretion of LCD and may be moved without notice to a site of the same type. Changes may occur to accommodate other bookings or for maintenance issues for example.

6.26 LCD does endeavour to please our guests in maintaining their requests however, LCD reserves the right to move bookings to the same type if necessary.

- 6.27 Any changes to your reservation are subject to availability

7 Public Liability

- 7.1 Your group must take out appropriate insurance to cover:
- (a) Loss or damage of property belonging to your group
 - (b) Public liability insurance to cover death or injury of persons occurring while:
 - (i) Travelling to and from the camp site
 - (ii) Using facilities at the camp or
 - (iii) Participating in any activities organised by you.
- 7.2 You must provide us with a copy of the Certificate of Currency for your Public Liability Insurance upon request.

8 Liability

- 8.1 You occupy or use the Camp Area at your own risk. LCD will not be liable for or responsible to you or any other party and you release LCD for any loss howsoever arising and regardless of whether any claim be based in contract, tort, equity or otherwise, and whether for any loss of life, personal injury, damage to or loss of property, or loss of business or economic loss which may be suffered or sustained in or about the Camp Area or your use of the Camp Area.
- 8.2 LCD will not be liable for or responsible to you or any other party for:
- (a) interruption, failure or variation to the supply of services to the Camp Area; or
 - (b) the postponement, delay, interruption, cancellation, reduction or termination of the camp or your booking from any cause whatsoever.
- 8.3 The releases in paragraphs (a) and (b) will not apply to the extent of any negligence, recklessness or deliberate act of LCD or its employees, contractors or agents.

9 Indemnity

- 9.1 You must:
- (a) indemnify and hold harmless LCD to the extent that any loss is caused solely, or contributed to, by any failure by you and those for whom you are responsible to

perform or observe any term or condition under this agreement or any relevant Law:

- (b) use reasonable endeavours to mitigate any Loss; and
- (c) not do or allow to be done anything which might increase any loss or increase the risk of any loss occurring.

10 Activities

- 10.1 You acknowledge and agree that the activities that you have booked involves certain risks which may cause various injuries that may result in death or serious disability.
- 10.2 You acknowledge and agree that the activities that you have booked are physically demanding and in susceptible people may cause panic, hyperventilation or heart attack.
- 10.3 You must obtain the consent of all people within your group who wish to participate and voluntarily assume the risk of injury or bodily harm.
- 10.4 LCD will provide a Consent and Release form for activities but in any event you hereby release and indemnify LCD, its officers, employees and contractors, the owner of the premises and any other persons involved in your groups participating in the activities from all actions or claims for compensation arising from your and/or your groups participation for personal injury or damage to property.
- 10.5 You agree that this document is contractual and may be relied on any proceedings by LCD and this waiver release and indemnity is given in consideration of LCD permitting your and/or your group to participating in any activity.
- 10.6 You must obtain the agreement of all of your group participating in an activity, to comply with all instructions given to you and your group by LCD relating to your groups participating in any activity. You agree to indemnify LCD, its officers, employees and contractors and the owner of the premises against all liability that may incur, including legal costs, caused by your groups negligence or failure to comply with such instructions.
- 10.7 You warrant that you and/ or any person in the group does not suffer from any medical condition that may affect your and/or a person within your group's ability to participate safely in strenuous exercise.