

# Bower Camp Co.

## Terms and Conditions

### TERMS AND CONDITIONS OF OUR EVENTS AND HIRE

Pursuant to any event (wedding, corporate function, private party, retreat, festival or any other event separate to our camping stays).

#### Terms in this agreement:

**'Booking'** means the booking or order constituted by the acceptance of these terms and the details and specifications set out in the, package inclusions and dates, costs and all items as described in the booking page or in other written correspondence concerning the event;

**'Commencement Date'** means the commencement date for the Camping Period set out in the Booking;

**'Deposit'** means 50% of the Total;

**'Goods'** means the tent and furnishings described on the Booking and any replacement for the tent and furnishings and includes all accessories and other equipment;

**'GST'** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**'Guest'** means any person who uses the Goods during the Camping Period and is not limited to those on the name of the booking;

**'Hirer'** means the person named as the contact on the Booking;

**'Owner'** refers to Bower Camp Co. and its substitutes, successors and permitted assigns, licensees, franchisees and/or agents;

**'Price'** means the Owner's quoted price; and

**'Camping Period'** means the period beginning on the date set out in the booking as the Commencement Date and ending on the date set out on the booking or, if the Goods are stolen or damaged beyond repair, and/or the date on which the insurance company confirms that it will accept that the Goods have been stolen or damaged beyond repair;

**'Total'** means the total price of the Goods as set out in the Booking or that may be agreed by any variation to the Booking.

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### 2. Rental Agreement

The Owner agrees to rent the Goods to the Hirer for the Camping Period and the Hirer agrees to pay the Total, together with any applicable GST, on the terms and conditions set out in this agreement. The Hirer is entitled to use the Goods for the Rental period and for any agreed extension of the Rental Period. The Hirer agrees to perform its obligations under this Agreement.

### 3. Deposit

3.1 The Hirer agrees that the Booking will only be deemed accepted by the Owner upon receipt of the Deposit or payment in full. In the event that full payment is required in order to make the booking, then the full amount will be treated in the same way a deposit would be as set out below.

3.2 In the event of a cancellation of the Booking by the Hirer, the Deposit will be forfeited by the Hirer to the Owner as follows:

#### For individual and small groups (less than 5)

Notice Period	Refund	Cancellation Fee
more than 30 days	full refund less cancellation fee	\$25 per person
14-30 days	full credit refund issued as a gift voucher	\$25 per person
0-14 days	half credit refund issued as a gift voucher	\$25 per person

3.2.1 Gift Vouchers are valid for three (3) years from the date of purchase or issue and the Guest must make a booking within that period.

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**For corporate and large groups (more than 4)**

<b>Notice Period</b>	<b>Refund</b>	<b>Cancellation Fee</b>
more than 30 days	full refund less cancellation fee	\$25 per person
14-30 days	half refund less cancellation fee	\$25 per person
0-14 days	half credit refund less cancellation fee	\$25 per person

#### **4. Payment**

4.1 The Hirer agrees to pay the Total to the Owner by no later than fourteen (14) days prior to the Commencement Date, together with any applicable GST.

4.2 The Hirer acknowledges that the Owner will not deliver the Goods unless and until the Total has been paid and the relevant funds have cleared into the bank account nominated by the Owner.

4.3 The Hirer agrees to pay the other amounts set out on the Booking calculated in accordance with the price and any duties, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the Hirer's hiring of the Goods.

#### **5. Responsibility for Goods**

5.1 The Hirer is responsible for the Goods for the duration of the Camping Period and must reimburse the Owner the replacement cost for any Goods lost or damaged during the Camping Period, however such loss or damage may have been caused.

5.2 The Hirer is responsible for any and all expenses, losses, damages and/or claims incurred by the Owner arising from any negligence, omission, misuse or fault of the Hirer, its agents and any Guest.

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5.3 If the Goods or any part thereof are returned damaged, unclean, defective or worn, except where due to fair wear and tear and/or an inherent defect in the Goods, the Owner will be entitled to charge the Hirer for the cost of any repair and/or cleaning required to return the Goods to a condition fit for re-hiring of the Goods.

5.4 The Hirer is liable for the full replacement costs of any unrepairable or missing Goods.

### 6. Hirer's obligations

The Hirer must

- (a) keep the Goods in first class condition and only use them as they would be used by a careful and prudent owner;
- (b) upon installation or delivery of the Goods immediately examine the Goods to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Goods. In accepting these Terms and Conditions the Hirer acknowledges that it will duly examine the Goods satisfy itself accordingly.
- (c) protect the Goods from theft, damage and/or other risks at all times;
- (d) be responsible for the actions or omissions of any Guest, whether authorised by the Hirer or not;
- (e) not use the Goods for any illegal purpose including but not limited to possession or consumption of prohibited substances;
- (f) only use the Goods in a safe and reasonable manner;
- (g) report any damage to, or loss of, the Goods to the Owner immediately such damage or loss occurs;
- (h) keep any part of the Goods that is a framed structure or a tent completely closed and secure while not in use during the Rental Period;
- (i) not tamper with the structure or any part of the equipment and in particular not affix or suspend from the equipment any item whatsoever without the prior written consent of the Owner;
- (j) not use any lighting, heating, cooking or other gas or electrical appliances of any kind without the prior written consent of the Owner;
- (k) be liable for any breach of this agreement committed by the Hirer's servants or agents;
- (l) indemnify and hold harmless the Owner for any loss (including legal costs) incurred by the Hirer in relation to any breach of this agreement and for any liability arising out of any such breach;
- (m) not remove the Goods or any part thereof from the situation and position of its installation without the prior written consent of the Owner;

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### **7. Installation of Goods (Corporate and large groups only)**

7.1 Either the Hirer or its representative must be present during the installation.

7.2 Should the Hirer or its representative not be available during the installation then the Hirer waives their right to make changes to the installation without incurring additional installation charges.

7.3 In the event of adverse weather conditions including winds above 20km/h, the Owner reserves the right to either postpone or cancel the installation due to workplace health and safety concerns. The Owner shall under no circumstances be liable to The Hirer for any delay, defective or non-performance under this Agreement as a result of adverse weather conditions. In the event of adverse weather, the Owner reserves the right to determine whether installation shall continue, if the Owner determines that, for safety reasons, the installation shall not continue, this agreement will be terminated and the Hirer shall have no claim whatsoever against the Owner. The Owner is entitled to recover its reasonable costs incurred attempting to install the Goods under this clause.

7.4 The Hirer must ensure the Owner is provided with clear access to the site, free of any obstructions.

7.5 The Hirer is responsible for giving notice to or obtaining permits from any authorities who are or may be concerned and must make any applications necessary to the Planning Authority, District Surveyor, Police, Fire Brigade and any relevant authority or organisation. Any costs incurred in delays or modifications in the work arising from the absence or misrepresentation of all such necessary permissions and permits shall be payable to the Owner by the Hirer. Where appropriate obtain a licence from a Local Authority. Any requirements under the licence must be notified to the Owner in writing, at least twenty eight (28) days prior to the Commencement Date. Should the Owner for any reason be unable to comply with these requirements, then this Agreement will become void and the Hirer will be advised accordingly.

### **8. Repossession and Inspection**

8.1 The Hirer grants to the Owner a right of access goods at all times to inspect, repair and/or examine the Goods and in case of breach of this agreement, to repossess the Goods.

8.2 The Owner may retake possession of the Goods if the Hirer breaches any provision of this agreement.

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### 9. Force Majeure

9.1 While every effort will be made by the Owner to carry out any Booking accepted, the full performance of a Booking is subject to variation or cancellation by the Owner consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances. Fire, Flood, Storm, Gale or Tempest restrictions on the use of Transport, Fuel or Power. Requisitioning Storage of material or transport or labour or any other cause beyond the control of the Owner.

In the unlikely case of force majeure, including emergency warnings for severe weather events such as bushfires, floods etc.) and travel restrictions due to pandemic, any Hirers whose Bookings are directly affected will be issued with a credit for another stay of equal value at a later date, so long as no work has already been undertaken by the Owner and the Event is not already underway. The Owner understands that some stays are date sensitive, such as for birthdays, anniversaries etc., but events such as this are outside of the control of all parties and the Owner has adopted this policy in the interest of fairness to all parties. Refunds will not be provided for Bookings which cannot be carried out due to force majeure.

If a Booking is already underway and needs to be cut short by evacuation due to events out of the Hirer's or Owner's control, or work has already been undertaken for the Booking, no refund or credit will be provided in such cases. In this case if any loss or damage is incurred that is not the fault of the Hirer, then the Hirer is released and indemnified from any demands, costs and expenses related to the damage or loss.

### 10. Exclusion of liability

10.1 The Hirer hereby releases the Owner from, and agrees to indemnify the Owner in respect of any third party claims, action, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use of the Goods by the Hirer or any third party using the Goods during the Camping Period, or these Terms and Conditions.

10.2 The Owner will not be responsible for and the Hirer will indemnify the Owner against any and all claims for the injury to persons or loss or damage to property howsoever caused unless it is proved that such injury or damage caused by faulty material or workmanship or negligence on the part of the Owner.

10.3 The Owner takes no responsibility for the actions of any third party providers who may operate alongside the Owner from time to time. The Hirer participates in activities and events run by third party providers at its own risk and the Owner will not be responsible for any loss or damage caused in connection with any third party provider or activity run by a third party provider.

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### 11. Smoking

11.1 Smoking is strictly prohibited in any and all tent or similar structures associated with or incorporated into the Goods.

### 12. Tea Lights and Candles

12.1 Use of tea lights, candles or open flames of any type is strictly prohibited in and around any and all tent or similar structures associated with or incorporated into the Goods.

### 13. Title to Goods

The Hirer acknowledges that the Owner retains title to the Goods and that the Hirer has rights to possess the Goods as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Hirer also agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Goods and not to conceal or alter the Goods or make any addition or alteration to, or repair of, the Goods.

### 14. No waiver

Time is of the essence of this agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

### 15. Photographs, filming and media

15.1 Bower Camp Co. may take photographs or videos during the Camping Period for promotional purposes.

15.2 The Guest acknowledges that Bower Camp Co. may use any media obtained during the Camping period in any form and for any commercial purpose, including advertising, social media or promotions, without obtaining their prior consent.

### 16. Privacy

Bower Camp Co. will deal with personal information in accordance with its published privacy policy. This policy is available on request or on Balloon Aloft's website.

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## Terms and Conditions

### 17. Smoking

17.1 Smoking is strictly prohibited in any and all tent or similar structures associated with or incorporated into the Goods.

### 18. Tea Lights and Candles

18.1 Use of tea lights, candles or open flames of any type is strictly prohibited in and around any and all tent or similar structures associated with or incorporated into the Goods.

### 19. Title to Goods

The Hirer acknowledges that the Owner retains title to the Goods and that the Hirer has rights to possess the Goods as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Hirer also agrees not to agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Goods and not to conceal or alter the Goods or make any addition or alteration to, or repair of, the Goods.

### 20. No waiver

Time is of the essence of this agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

### 21. Photographs, filming and media

21.1 Bower Camp Co. may take photographs or videos during the Camping Period for promotional purposes.

21.2 The Guest acknowledges that Bower Camp Co. may use any media obtained during the Camping period in any form and for any commercial purpose, including advertising, social media or promotions, without obtaining their prior consent.

### 22. Governing law

This agreement will be governed by the law of New South Wales.



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## Bower Camp Co. DISCLAIMER

In making a booking with Bower Camp Co., it is assumed that all guests have read and understood the following:

### EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

Group camp booking with Bower Camp Co. ("Event")

Campsite/Retreat Location ("Event Venue")

In exchange for being able to attend or participate in the Event, I (including where appropriate any of my family, friends or associates involved in my group booking and/or paid for under my name in relation to the Event ("We", "Us", "Our")) agree, except to the extent prohibited by law:

to release Bower Camp Co. ABN 43 167 259 305, promoters, land owners and lessees, organisers of the Event, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for Our death, personal injury (including burns), psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from Our participation in or attendance at the Event,;

to attend or participate in the Event at Our own risk including any loss or damage to any equipment or other items We may bring to the Event and to indemnify Bower Camp Co. and the Associated Entities for any liability arising from Our participation at the Event.

I acknowledge and confirm that the risks associated with attending or participating in the Event include the risk that We may suffer harm as a result of vehicles, equipment, persons or property colliding with other vehicles, equipment, persons or property, acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons at the Event Venue or those attending or participating in the Event and the absence, failure or unsuitability of facilities or persons to ensure the safety of persons or property at the Event or Event Venue and furthermore that camping related activities are dangerous and that accidents causing harm can and do happen and may happen to Us.

I understand that Our behaviour at the Event must comply with all rules and regulations of the Event and Event Venue and the laws of the Commonwealth of Australia.

I accept the conditions of, and acknowledge the risks arising from, attending or participating in the Event and understand that Bower Camp Co. has relied upon all of the above in allowing Our participation in the Event.