Terms and Conditions

Bower Camp Co. Terms and Conditions for individuals booking and private group camping.

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 on the website or in other written correspondence concerning the **Camping Period**;

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

'Deposit' means 25% 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' or 'Us' or 'We' or 'Our' 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**.

1. Booking

1.1 Bookings can be made via our website or via quotation and invoicing.

1.2 The guest must provide all the information requested by us in order to process the booking. We reserve the right to accept or decline your booking based on the information provided.

1.3 We reserve the right to alter the price of the booking for any reason.

1.4 We will not refund any cost for meals, services or accommodation not used by the guest.

1.5 The guest must notify us of any special requirements, dietary requirements, medical requirements or physical limitations via completing our questionnaire sent via email or downloaded from our website.

1.6 Irrespective of confirmation of your booking you will not be allowed to commence the camping period if you have not completed our Risk Warning and Wavier of Liability Form and paid the booking fee in full.

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 full payment will be forfeited by the Hirer to the Owner as follows:

For individuals and small groups (less than 5)

Notice Period	Refund	Cancellation Fee
More than 40 days	full refund less cancellation fee	$150 per person
39-14 days	50% refund less cancellation fee	$150 per person
13-6 days	25% refund less cancellation fee	$150 per person
5-0 days	No refund	

For corporate and large groups (more than 4)

Notice Period	Refund	Cancellation Fee
More than 60 days	full refund less cancellation fee	$150 per person
30-59 days	50% refund less cancellation fee	$150 per person
29-10 days	25% refund less cancellation fee	$150 per person
9-0 days	No refund	

4. Payment

4.1 The Hirer agrees to pay the Total to the Owner by no later than forty (40) 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.

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 rehiring 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 Camping 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;

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

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.

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. 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.

9.2 The Owner reserves the right to change the location of the event subject to unforeseen closure of the location. Severe weather events prior to the event can result in environmental damage and road access problems to remote locations utilised by the Owner. Refunds will not be provided for Bookings which cannot be carried out at the advertised location. Every effort will be made the relocate the event by the Owner.

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.

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. Privacy

13.1 Bower Camp Co. will deal with personal information in accordance with its published privacy policy. This policy is available on request or on the Bower Camp Co. website.

14. Photographs, filming and media

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

14.2 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.

14.3 The Guest must advise the Owner in writing prior to the camp that they do not wish for Bower Camp Co. to use any recorded images them.

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

Version: 1.4
Reviewed on: [01/10/2026]
Next Review Date: [01/10/2027]