



## TERMS AND CONDITIONS

These terms and conditions apply to all participants of camps run by Simply Homeschool Pty Ltd [ ABN 46642504943]. These terms and conditions together with any other terms and conditions and policies we publish or link to on our website and services form an Agreement with us (“Agreement”). “You” could be any participant at a Camp of ours. When booking a Camp through our Website you agree to these Terms and any further terms set by our Third Party Partners (if applicable).

## BOOKINGS

All Camp participants who are under the age of 18 must be accompanied by a parent or guardian. Parents and guardians are responsible for ensuring their minors comply with conduct rules as set out in this Agreement and other obligations.

To book in for a Camp you must provide us with various information. Any personal information is used subject to our Privacy Policy. You must complete our Booking Form online, and agree to these Terms. We reserve the right to refuse to accept bookings at our absolute discretion without stating the reason for doing so. Once you have received your Booking Invoice please check this carefully. If any of the information contained within the Booking Invoice is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. To confirm your Booking you must pay the non-refundable deposit as set out in the Booking Invoice. Your booking is not confirmed until we receive payment and you have received confirmation from us.

## INSURANCES

We strongly recommend you take out comprehensive travel insurance, at the time of booking as we are not liable for any Loss or Damage. Taking part in some of the activities at the Camp can be high-risk activities and can involve personal injury or death.

## SPECIAL REQUESTS, AND HEALTH INFORMATION MUST BE PROVIDED AT BOOKING

Special requests must be made at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of these Terms or the Third Party Partner. Confirmation that a request has been made will be included on your Booking Invoice or upon the acknowledgement of booking. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking. If your special request is not made at time of booking, we may not be able to cater for you, and your booking may be cancelled at our sole discretion.

You must provide us with full details of any existing medical condition or disability that may affect you at the Camp (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion we cannot cater for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking.



## INFORMATION ON OUR WEBSITE

All our prices for Camps are published on our website. We may change prices for Camps without notice to you, unless you have made a deposit. We may discount or offer free tickets to Camps from time to time. We may also discontinue any unbooked Camps at any time.

We may change our range of Camps at any time without notice to you. We are not liable for any price changes, other changes, or any discontinued Camps.

The descriptions of Camps may also change without notice to you. There may on occasion be errors or omissions in descriptions or prices, times, and availability and promotions. We may, but are not obliged to, correct any errors or omissions or change and update information or cancel Camps if information is inaccurate at any time.

## TRAVELLING TO THE CAMP

We are not responsible for how you arrive at the starting point or Camp location. We will provide information regarding how to get there, however it is your responsibility to research and make your own travel arrangements.

## YOUR OBLIGATIONS AND CONDUCT RULES

By making a Deposit or payment for the camp, you agree to provide us with various information including but not limited to your account details (“information”). You represent and warrant that:

- all information you provide is true, correct, current and up to date;
- you will respond promptly to any of our requests for further information.

You must conduct yourself appropriately at our camps. If you engage in any of the following, we may, at our sole discretion prohibit your entry or revoke your permission to attend our camps:

- any inappropriate or offensive conduct including but not limited to, any insults or profanity, conduct that is religiously, racially, or sexually offensive, or threatening or abusive;
- any illegal conduct including, but not limited to, anything defamatory;
- any immoral conduct including but not limited to, anything pornographic or obscene;
- any conduct that impersonates any other person or misleads other attendees;
- any dangerous conduct;
- any overly inebriated conduct or intoxication where you are being disruptive; or
- any photography or video of the camp except with our express permission.

You further accept all liability for any Loss or Damage caused by you or any member of your party during the Camp, including, but not limited to any property damage to equipment. Payment for any loss or damage must be made to us or our Third-Party



Partner at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount paid, you must pay the difference once known, and if it is less, the difference will be refunded to you.

#### CAMP LEADERS

Our camps are run by a leader. The decision of the leader is final on all matters relating to safety or wellbeing and conduct of any participant on the Camp. Where you fail to comply with a decision made by a leader or interfere with the wellbeing or mobility of the leader, they may direct you to leave the camp immediately, without refund. We may also, at our sole discretion, choose not to permit your future participation on a further camp.

We will also require you to sign a disclaimer in relation to various Third Party activities.

If you consider that someone is breaching the conduct rules, please notify the host immediately so that we can address the issue immediately.

#### PAYMENT TERMS

You agree that you will pay us for the Camp in advance via credit card or other methods of payment available on our website. We also charge you any transaction fees or fees incurred by financial providers. Please properly check what is included and not included in your Camp fees on our website. For example, sometimes accommodation will not be included, and you will be responsible for organising and booking travel and accommodation.

All sales are non-refundable except as outlined below. If you choose to pay in instalments, we will debit equal payments from your credit card at equal intervals until 46 days before the Camp. If the payment cannot be processed, you will be contacted to arrange an alternate payment method. The full payment must be received by us 46 days prior to the Camp, or we will not permit your admission. Your ticket/place in the Camp cannot be reserved or confirmed until payment has been received.

By choosing to pay in instalment you allow us to debit the fees from your card without any further action required. You also agree that the amount of each instalment will vary as according to number of days before the last date to receive payment.

You are responsible for making all payments due to us under your booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

#### REFUNDS, TRANSFERS

All camp tickets are non-transferable except at our sole discretion.

Ticket transfers to other Camps are subject to numbers and availability, and may require additional payment depending on Camp fees.



Ticket transfers to other families are not possible. If you can no longer attend, you must notify us in writing. Refunds will be issued in accordance with the cancellation schedule provided in the "CANCELLATIONS" section.

Simply Homeschool may create a waiting list for a camp that is sold out. If you are on the waiting list, places are offered at our discretion based on family size and ages.

To the extent permitted by law, any refunds are at our absolute discretion. We do not provide refunds for your change of mind, or not attending or where you failed to provide us with adequate information.

## CANCELLATIONS

We hope you do not need to cancel your participation at the Camp, however, if cancellation takes place the following will apply.

Cancellation of a booking by you must be made in writing. It is up to you to cancel your booking. We will not regard a booking as cancelled unless and until written notice is received by us.

Any cancellation requests received prior to or on 45 days before camp will be provided a refund according to the schedule below.

The cancellation schedule is:

- Cancellation Notice received 105 days before the start of camp will receive a 90% refund
- Cancellation Notice received between 75 and 104 days before the start of camp will receive a 70% refund
- Cancellation Notice received between 45 and 74 days before the start of camp will receive a 50% refund.
- Cancellation Notice received less than 45 days before the start of camp will receive no refund.

Please be aware that if you cancel once the Camp commences or you do not attend, you forfeit all fees.

Late arrival may also result in a forfeited fee. We may reduce, transfer or waive the loss of fee for any reason at our sole discretion.

## MINIMUM CAMP NUMBERS

Some Camps will be subject to a minimum group size in order to run, and therefore occasionally have to be cancelled. If this is the case we will inform you as soon as possible.

We are not liable for any Loss or Damage if the minimum size is not met, and we need to cancel the Camp.

## CANCELLATIONS FOR WEATHER OR OTHER REASONS PRIOR TO EVENT



In the event of adverse weather conditions, we reserve the right to change, alter or cancel the Camp in the interests of safety. We will inform you if we need to cancel a Camp due to the weather. If weather conditions cause us to cancel the Camp, we will seek to reschedule or and credit you if you cannot make the rescheduled date. Refunds will be given at our sole discretion.

If you decide not to attend or participate in the Camp due to weather (and we have not cancelled) no refund will be given.

If we cancel the Camp for any other reason (including, park closures, illness of the instructor etc.) you will be given a credit transfer for a future date.

#### CHANGES TO ITINERARY, TIMES/ DATES OR VENUES

You acknowledge and agree that the itinerary we provide is representative only of the types of activities and routes and schedule, amenities and transport during the Camp, but are subject to alteration due to local circumstances without prior notice. This is because we rely on the cooperation of Third Party Providers, and suitable, safe conditions. The itinerary may be changed at our sole discretion.

Despite our reasonable endeavours, on occasion we may also need to change venues, or dates at short notice. We will notify you as soon as possible of any major changes to the Camp. In these circumstances we offer a transfer to another Camp if the new venue or dates are inconvenient to you. We do not provide refunds except as required under the Australian Consumer Law.

#### AUSTRALIAN CONSUMER LAW

Our services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a service, you are entitled to: cancel your service contract with us and to a refund of the unused portion, or to compensation for it's reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

#### INTELLECTUAL PROPERTY

We own or have a license to use all Intellectual Property Rights in any Materials we may provide you throughout the performance of the Services. You must not use any Materials for any purpose other than your sole personal use. Any Materials we provide you must not be reproduced or resold without our prior written permission which will be given at our absolute discretion and will be the subject of license fees.

#### TERMINATION

We may refuse permission for you to attend the Camp, for any reason, at any time. In particular, if you breach this Agreement, we may immediately terminate this Agreement. We can also stop offering our Camps at any time, for any reason, and



without notifying you. We are not responsible to you for any changes, or if we suspend or stop our Camps.

#### FORCE MAJEURE

If either party cannot perform an obligation under this Agreement because of a Force Majeure Event, that party, on giving prompt notice to the other party, is excused from such performance. The affected party must use its best efforts to avoid or remove the Force Majeure Event or to limit the impact of the event on its performance and must continue performance with the utmost dispatch when the Force Majeure is removed. Neither party is liable for any delay or failure to perform its obligations due to a Force Majeure Event.

#### LIABILITY AND INDEMNITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your attendance at a Camp including, but not limited to, any errors or omissions in any website content, price changes or cancelled Camps, changes to the venue, dates and times, and any interruptions, or other changes to a Camp, or any travelling to or from a Camp, or any meetings with other members of the Camp.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:-

- the supply of equivalent services eg a ticket at an alternative Camp; or
- the payment of the cost of your Camp.

In any case, our liability to you will not exceed the amount actually paid by you to us.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including the conduct rules, where you provide incorrect personal information, where you leave during a Camp, any disclosure of your personal information, and any further meetings or communications with attendees of a Camp. You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with the act or omission of any Third Party.

#### IF THERE IS A DISPUTE

If at any time our Camps are not reasonably acceptable to you or we disagree on the quality of the Camp you will immediately notify us of any such reason, the specifics and will give a reasonable opportunity for us to respond and address any concerns. If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.





## OTHER

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between these Terms for Camps and other terms and conditions on our website, these Terms for Camps prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

## DEFINITIONS

Agreement means these terms and conditions and policies published or linked to on our website.

Claim means any claim, under statute, tort, contract or negligence, any demand, award or costs.

Force Majeure Event means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures.

Intellectual Property Rights means all trademark, copyright, design rights, patents, trade secrets, confidential information and all other intellectual property rights whether registered or unregistered.

Loss or Damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

Our Representatives means any of our employees, agents, contractors or subcontractors.

Camps means any Camps, multi-day or overnight camps offered by us.

Third Party Partners means any venue or provider of products and services during the Camp.

We, us, or our means Simply Homeschool Pty Ltd [ABN 46 642 504 943] and includes any of our employees, agents, partners, contractors.

Website and services means [www.simplyhomeschool.com.au](http://www.simplyhomeschool.com.au) and everything available on this website including, but not limited to, all products, services and socials.



## RELEASE AND INDEMNITY

In consideration of permission to participate in the Camp, I accept sole responsibility for the risks above. I on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns (“Releasing Parties”) release and indemnify Simply Homeschool Pty Ltd from and against all Claims in relation to my participation.

I agree that Simply Homeschool Pty Ltd is not liable for any Loss and Damage arising out of or in connection with my participation in the Camp and/or any damage to third parties in connection with my participation.

This Release and Indemnity contains the entire agreement between parties and supersedes any prior written or oral agreements between us in relation to the subject matter. This Release and Indemnity will continue in full force and effect even after the termination of the Camp, whether by agreement by operation of law, or otherwise.

Camp means all Camps conducted by Simply Homeschool Pty Ltd. Claims means all claims, demands, debts, liabilities whether known or unknown in law or equity. Loss and Damage means any direct and indirect loss and damage, including, but not limited to any personal injury, illness, permanent disability, death, loss of enjoyment, psychological damage, loss of work, loss of reputation, loss of salary.

Simply Homeschool means Simply Homeschool Pty Ltd [ABN 46 642 504 943] and includes any directors, officers, employees and contractors and representatives.