

## **Camp Cottermouth**

campcottermouth.com.au

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# Camp Cottermouth – Terms and Conditions of Use

# Definitions

- 1. In these Terms and Conditions
  - a. **Camp Cottermouth** means The Scout Association of Australia Australian Capital Territory Branch Incorporated ABN 95 108 207 854.
  - b. Hirer means the entity that is agreeing to these Terms and Conditions.
  - c. Booking Deposit means the amount payable when making a booking.
  - d. **Tariffs** refer to accommodation, catering and activity fees for the duration of the Hirers booking.

## **Booking and Deposit Requirements**

- 2. Booking requests must be in writing, by email to <a href="mailto:campcottermouth@scoutsact.com.au">campcottermouth@scoutsact.com.au</a> or through the Camp Cottermouth website: <a href="https://www.campcottermouth.com.au/contact/">https://www.campcottermouth.com.au/contact/</a>.
- 3. When accepting the quote, you confirm you agree to these Terms and Conditions. Twenty-five percent (25%) of the full tariff is payable as the Booking Deposit.
- 4. Camp Cottermouth reserves the right to release the space for resale if a completed and signed booking form and full payment of the Booking Deposit is not received within fourteen (14) days of issue of the booking quote.
- 5. When the Hirer or Hirer's agent makes a booking on someone's behalf, the Hirer/Hirer's agent warrants that they have their permission to do so and will inform them about these Terms and Conditions, our privacy policy, and all other terms and conditions that apply to that booking.
- 6. Minimum numbers for teachers, students and coach drivers will need to be supplied at the time of booking, including an estimated gender breakdown to allow for cabin allocation at the time of booking.
- 7. The Hirer acknowledges that it may not be possible to accommodate additional guests following confirmation of their booking.
- 8. When a booking is made less than thirty (30) days prior to scheduled arrival, full payment is required and is non-refundable or transferrable to another date for any reason. Camp Cottermouth may, at its discretion, agree to a request to transfer the booking to a new date.
- 9. Bookings are only taken up to eighteen (18) months in advance. Requests for bookings outside this time frame may be considered on an individual basis.

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## Cancellations, Refunds and Alterations

- 10. All requests to cancel or alter bookings must be made in writing and are subject to written confirmation by Camp Cottermouth.
- 11. Booking Deposits are fully refundable if cancellation occurs within thirty (30) days of payment and more than sixty (60) days before scheduled arrival. The Booking Deposit is forfeited thereafter.
- 12. If cancellation occurs less than sixty (60) days prior to scheduled arrival, the Hirer will pay fifty percent (50%) of the total Tariff. If cancellation occurs less than forty-five (45) days before scheduled arrival, the Hirer will pay one hundred percent (100%) of the total Tariff.
- 13. Requests to alter bookings will not be accepted less than sixty (60) days prior to arrival.
- 14. Camp Cottermouth reserves the right to cancel any bookings, with written notice, at any time.
- 15. In the event of a cancellation of a booking by Camp Cottermouth, the Hirer shall receive a full refund of monies paid
- 16. No refunds will be given for unused portions of the Hirers booking, including no-shows (when the Hirer does not check in on the day of their booking), early departures and/or cancellations.
- 17. Any booking termination will result in the Hirer being liable for the total amount of the quoted price, as well as any additional expenses incurred.
- 18. A full transfer/credit, refund or other consideration will be issued when unforeseen events occur beyond the control of the Hirer and/or Camp Cottermouth after booking of accommodation, catering and/or activities such as:
  - a. Site closure. Camp Cottermouth is closed on days declared with Catastrophic Fire Danger Rating.
  - b. Dangerous weather conditions. Camp Cottermouth declared planned activities or general site unsafe for occupancy due to particularly dangerous weather conditions.
  - Declared emergencies and epidemics. ACT Government declared emergencies, epidemics, pandemics and public health emergencies and associated restrictions of the time.
  - d. Government and travel restrictions. Travel restrictions imposed by a governmental agency that prevent or prohibit travelling to, staying at, or returning from Stromlo, ACT.

#### **Payments**

- 19. The Hirer will be issued with an invoice for the full Tariff, less the Booking Deposit, 60 (sixty) days prior to arrival. Full payment of this invoice is due thirty (30) days prior to arrival.
- 20. Check-in will not be possible if this invoice has not been paid in full.
- 21. In the case of use of any additional accommodation, catering, facilities, activities, activity equipment, facilitation, extended stay, or any additional expenses incurred by the Hirer or the Hirer's party at any time over the duration of the Hirer or Hirer's party stay, the Hirer will be issued a final invoice upon departure. This invoice is to be paid within fourteen (14) days.
- 22. All payments are to be made via direct deposit to the bank account details included on the relevant invoice issued by Camp Cottermouth.

# Minimum Numbers, Cabin Allocation and Final Numbers

23. Groups can expect to share the facilities with another Hirer, or Hirers unless they have

- booked the facilities exclusively.
- 24. Occupancy in three (3) and four (4) bed bunk style cabins is a minimum of twin share. Sole occupancy will incur a surcharge.
- 25. Occupancy in twelve (12) and fourteen (14) bed bunk style cabins is a minimum of 8 share. Occupancy rates lower than this will incur a surcharge.
- 26. The Hirer must provide Camp Cottermouth with cabin allocations, final numbers and itineraries in writing at least thirty (30) days prior to arrival.
- 27. The final number of attendees given by the Hirer will be the minimum number for which the Hirer will be charged. Any further reduction in numbers will not change the minimum invoiced amount (accommodation, catering, facility use, and activities included). The Hirer undertakes to pay the minimum invoiced amount.

## Meals and Catering

- 28. Camp Cottermouth will endeavour to cater for special dietary requirements for which notification is received at least thirty (30) days prior to arrival. A surcharge may apply for special dietary requirements.
- 29. Preferred mealtimes should be nominated at least thirty (30) days prior to arrival. While Camp Cottermouth will endeavour to meet these requests, requested mealtimes cannot be guaranteed. A surcharge may apply for early morning (before 7am) or late evening (after 7pm) mealtimes.
- 30. At all on-site meal service times during the Hirer's stay, teachers/adults may be required to assist with meal service and co-ordination.
- 31. Self-catering in the Shakespeare Centre commercial kitchen is not permitted. Specific requests may be directed to management.

## Responsibilities of the Hirer

- 32. The Hirer must always ensure that the Hirer's party complies with these Terms and Conditions. The Hirer agrees that any breach of these Terms and Conditions by their party will constitute a breach.
- 33. Camp Cottermouth reserves the right to refuse entry into the camp if determined that the Hirer, or someone in the Hirers party, could present a risk to the health or safety of our staff or other guests at Camp Cottermouth, or for any other reason Camp Cottermouth determines at our discretion (including for our own purposes).
- **34.** Camp Cottermouth staff have the authority to take any actions they deem necessary to maintain the safety and wellbeing of all people on site (including, but not limited to, guests, visitors, and staff), or the proper conduct and function of the facilities.
- 35. The Hirer and Hirer's party must always:
  - a. obey all Camp Cottermouth rules, guidelines and signage and reasonable requests from Camp Cottermouth staff
  - b. abide by the signed speed restrictions within Camp Cottermouth
  - c. take care of their own safety and the safety of others
  - d. safely and securely stow their possessions.
- 36. The Hirer must ensure that people under eighteen (18) years of age (minors) in their party are always accompanied and supervised by a parent or guardian whilst at Camp Cottermouth. The Hirer acknowledges that there will be third parties present in the camp during their stay and that Camp Cottermouth is not responsible for the acts or behaviour of those parties. It is the Hirer's responsibility to ensure the personal safety, welfare, and

- protection of all minors in their party at all times during their stay or visit at Camp Cottermouth.
- 37. Smoking and/or vaping is not permitted in or around any of the Camp Cottermouth facilities (including indoor spaces, shelters, and areas in or around activities). If Camp Cottermouth management consider that the Hirer or the Hirer's party has smoked in an indoor venue, a \$500 cleaning fee will be imposed.
- 38. No alcohol is permitted at Camp Cottermouth without prior written approval.
- 39. The Hirer and the Hirer's party must at all times respect the comfort of others staying at Camp Cottermouth. Any unruly behaviour, excessive noise, drunkenness, bad and/or offensive language will not be tolerated and may result in the Hirer and their party being evicted from Camp Cottermouth without refund. Quiet time at Camp Cottermouth is between 10pm and 7am, failure to adhere to these restrictions may result in a \$500 fine.
- 40. All recreational activities are undertaken solely at the risk of the participant. The Hirer is responsible for supervising and ensuring the safety of any minors in their party undertaking recreational activities.
- 41. If Camp Cottermouth provides safety equipment in relation to undertaking recreational activities at the camp, the Hirer and their party must use that safety equipment when undertaking the recreational activity.
- 42. Helmets must always be worn when using bicycles, skateboards, scooters, or any other wheeled equipment.
- 43. The Hirer and their party agree to keep the hired property in good repair and condition, returning it in the same state as it was at the commencement of the period of hire and will reimburse Camp Cottermouth for the cost of repairing any damage incurred to the hired property or its contents during the period of hire.
- 44. Camp Cottermouth will not be responsible for the cost of theft, loss or damage to property or personal effects of the Hirer, nor the Hirers' staff, delegates, guests, or visitors. Lost property is kept for one week, then donated to a charitable organisation.
- 45. Fires are only permitted in designated fire circles/drums and outside of fire ban season (dates may vary due to seasonal conditions).
- **46.** Please be aware that Camp Cottermouth may take photos/video during your visit for marketing purposes. Please inform us if you do not want your photo taken.
- 47. Additional costs incurred by Camp Cottermouth due to unforeseen circumstances in an emergency i.e. ambulance, fire, or medical, may be invoiced to the Hirer.
- 48. Immediate First Aid is the responsibility of the Hirer. Camp Cottermouth recommends that Hirers supply their own First Aid kit, as well as nominate a First Aid Officer.
- 49. To ensure smooth communication, please provide us with the name and contact details of the parties appointed point of contact prior to, or on arrival.

#### **Liability**

- 50. Camp Cottermouth, its agents, employees and volunteers, disclaim liability for any and all loss, damage, injury, or illness, financial or otherwise, suffered by any person in the use of and hiring the facilities, except in the event that the loss or damage, illness or injury is caused by the negligence of Camp Cottermouth, its agents, employees and volunteers, including the members of the Branch Executive Committee.
- 51. Tampering, removal or activation of fire alarms, fire hoses, fire extinguishers or any activity resulting in a false call out by ACT Fire and Emergency will incur additional charges.

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52.	The Hirer agrees to pay for any loss or damage to Camp Cottermouth property incurred by the Hirer or by any member of the Hirers party.