

1. Making Your Booking

1.1 A tentative booking for the delivery of a Lifespring Outdoor Centre Program or use of the facility may be made by telephone or email to Lifespring Outdoor Centre (Initial Booking Request).

1.2 An Initial Booking Request must be confirmed by the Client within ten (10) Business Days by returning a completed Booking Form to Lifespring Outdoor Centre, as directed in that Booking Form, and accompanied with the deposit amount prescribed in the Booking Form (Confirmed Booking Request).

1.3 A Confirmed Booking Request only becomes a Booking when Lifespring Outdoor Centre provides written confirmation of acceptance of the Confirmed Booking Request back to the Client (Confirmation). Until Confirmation occurs, no contractual relationship has been created between Lifespring Outdoor Centre and the Client.

1.4 Lifespring Outdoor Centre discloses that from time to time the costs associated with Lifespring Outdoor Centre honouring a Booking including but not limited to rent, utilities, insurance and payroll increase after the date of a Confirmation (Costs Increase). The Client acknowledges and agrees that Lifespring Outdoor Centre may, from time to time and on written notice to the Client, vary the quoted costs per person and minimum Booking Amount set-out in the Booking Form for a Booking in the event that Lifespring Outdoor Centre determines that a Costs Increase has occurred (Price Variation Notice). Notwithstanding clause 4, in the event that the Price Variation Notice notifies a price increase for the Booking of greater than [10%] (as determined by reference to the quoted costs per person set out in the Booking Form) then, the Client is entitled to cancel the Booking by notice in writing to Lifespring Outdoor Centre within 10

Business Days of receiving the Price Variation Notice and receive a refund of the deposit paid for the Booking.

2 Balance of Payment

2.1 The deposit paid with the Confirmed Booking Request (Deposit) will be available to rollover for subsequent Booking(s). If the Client does not wish to rollover the Deposit then:

(a) they should notify the Bookings Coordinator as soon as possible in writing; and

(b) Lifespring Outdoor Centre is authorised to and will, subject to these Terms, apply the Deposit to the final amount owing to Lifespring Outdoor Centre in respect to the Booking for which the Deposit was paid.

2.2 All amounts in respect to a Booking must be fully paid as particularised on the Booking Form and subject to these Terms within ten (10) Business Days after the conclusion of the Booking unless otherwise detailed on the Booking Form.

3. Goods and Services Tax (GST)

Where the supply of goods or services by Lifespring Outdoor Centre are subject to GST, GST (currently 10%) will be added and charged to the Client in addition to any amounts payable by the Client to Lifespring Outdoor Centre. By accepting these Terms, the Client agrees to pay Lifespring Outdoor Centre an amount equivalent to the GST imposed on any such amounts.

4. Cancellation Policy

4.1 Bookings must be cancelled, in writing, by the Client subject to the payment of a cancellation fee as particularised in clause 4.4, which covers (and is in consideration of) Lifespring Outdoor Centres' costs incurred and services performed by Lifespring Outdoor

Centre in respect to the Booking including but not limited to reserving the Lifespring Outdoor Centre facility for use by the Client for the Booking.

4.2 A material variation to a Booking is deemed to be a cancellation unless it is otherwise agreed in writing between Lifespring Outdoor Centre and the Client.

4.3 Lifespring Outdoor Centre can, in the event of impending weather, cancel a camp at short notice or cancel the remainder of a program as the roads are not all weather access. A reimbursement amount will be negotiated with the Client.

4.4 If the cancellation fee is not particularised on the Booking Form, the cancellation fee is calculated by using the table below.

Booking Cancellation	Cancellation Fee
<i>Months prior to booking</i>	<i>% of total booking amount</i>
More than 6 months	Deposit only
2 to 6 months	50% of total booking amount
Less than 2 months	100% of booking amount

5 Your Booking

5.1 Unless varied in writing by Lifespring Outdoor Centre, arrival and departure times particularised on the Booking Form or in these Terms must be adhered to by the Client and its Organisers.

5.2 Without limiting clause 4.2, variations to the arrival and departure times particularised on the Booking Form must be notified by the Client and discussed with and approved in writing, prior to arrival, by the Bookings coordinator.

5.3 In accordance with clause 4.2, extending arrival and departure times beyond those particularised on the Booking Form may constitute a variation (and therefore a cancellation) under these Terms at the discretion of Lifespring Outdoor Centre acting reasonably.

5.4 Final Numbers and Special Dietary Requirements must be provided by the Client to Lifespring Outdoor Centre at least 10 Business Days prior to the Booking commencing.

5.5 Without limiting clause 4 or the Booking Form, the Final Numbers supplied to Lifespring Outdoor Centre 10 Business Days prior to Booking commencement will be used to determine the Booking Amount payable by the Client.

5.6 Any changes to the:

- (a) Final Numbers; or
- (b) normal arrival and departure times of Guests, may either be:
 - (a) considered a cancellation; and/or
 - (b) incur additional fees that are consistent (on a per person basis) with the costs outlined in the Booking Form, at the discretion of Lifespring Outdoor Centre acting reasonably.

5.7 If the Client does not provide Special Dietary Requirements in accordance with clause 5.4, the Client

agrees to accept Lifespring Outdoor Centres' best efforts only in accommodating Special Dietary Requirements.

5.8 Without limiting and subject to the Confirmation, the Client acknowledges that it has read, accepted and agrees to pay the charges for the Booking determined in accordance with the Terms and based on the quoted costs per person and minimum Booking Amount set-out in the Booking Form as may be varied by Lifespring Outdoor Centre in accordance with clause 1.4

6 Group Leaders

6.1 Whilst the Lifespring Outdoor Centre staff will ensure the Guests are adequately briefed regarding the Rules and associated policies, it is the responsibility of the Client to ensure that Guest(s) comply with these Rules and associated policies.

6.2 The Client must nominate a competent leader in charge of Guests to liaise with Lifespring Outdoor Centre staff (Group Leader).

6.3 The Client must, unless agreed by Lifespring Outdoor Centre in writing, supply supervising teachers or responsible adults at the ratio of 1 supervisor to 15 students during all activity sessions run by Lifespring Outdoor Centre during a Booking. This is in addition to any supervision provided by Lifespring Outdoor Centre staff in accordance with the Terms.

6.4 The Group Leader is responsible for ensuring appropriate Guest supervision at all times, including during activities that are run by Lifespring Outdoor Centre during a Booking.

6.5 The Client, via the Group Leader, must ensure that:
(a) the Lifespring Outdoor Centre Coordinator is provided with a written list of Guest names, sorted into activity groups, including all relevant allergies, medical

conditions or behavioural needs. This is known as the "Alert List";

(b) Guests under 18 years of age have appropriate parent/ guardian consent to attend the Program ;

(c) Lifespring Outdoor Centre staff are notified in the event of an accident/incident that occurs during a Booking where Lifespring Outdoor Centre staff have not been present;

(d) all visiting members of the Group are advised of the Program, Safety Briefing and Rules;

(e) risks and hazards associated with self-led sessions or recreation are identified and managed appropriately;

(f) Guests adhere to sun-safety strategies;

(g) Lifespring Outdoor Centre activity staff are immediately advised of any changes to a Guest's medical conditions or behaviour that may arise during the course of the Booking which may place the Guests or others at risk.

7 Insurance

7.1 Lifespring Outdoor Centre Pty Ltd accepts no responsibility for any loss or damage to any equipment or other property prior to, during, or after the Booking.

7.2 The Client must maintain in force during the term of the Booking at its own cost a reasonable amount (or such amount as instructed by Lifespring Outdoor Centre from time to time) of public liability insurance, or such other similar insurance including for its employees, chattels or equipment, and such other insurance which it is obliged to hold under any applicable laws with a reputable insurer.

7.3 The Client agrees to provide Lifespring Outdoor Centre with a copy of its insurance policies and related documents promptly on request.

8 Allergy-aware

8.1 Lifespring Outdoor Centre aims to provide a nut-allergy-aware environment for Guests who suffer from anaphylactic reactions to nuts.

8.2 The Client must not, and must ensure that Guests do not, bring any products containing nuts on site at the Centre e.g. peanut butter, peanut oil, almond milk, Nutella, pesto, satay or any confectionary/chocolate bars containing any of these ingredients.

8.3 Without limiting clause 6.5, the Client must notify Lifespring Outdoor Centre in writing of any Guests that have known allergies or a medical history of anaphylaxis.

8.4 The Client must ensure that the Group Leader has at least one emergency dose of administrable medical treatment for anaphylaxis that has been prescribed by a qualified Australian medical practitioner for any Guest that has a medical history of anaphylaxis.

9 Cleaning

9.1 The Client must ensure that Lifespring Outdoor Centre Equipment and Centres are maintained in a clean condition by all

9.2 To the extent that a Booking is for a:

- (a) Catered Group, the Client must provide meal service people to set and clear tables for each meal; and
- (b) Self-catered Group, the Client must clean and maintain all areas in a hygienic manner.

9.3 With the assistance of Lifespring Outdoor Centre staff, the Client must ensure that the Centre is clean and tidy at the end of a Booking. The Client may incur additional cleaning charges if the Centre including the Lifespring Outdoor Centre Equipment and/or campground is not left clean and tidy at the end of the Booking. This charge will be determined by the amount of labour and resources expended to remedy the Centre to an appropriate standard as

determined by Lifespring Outdoor Centre acting reasonably.

10 Activities

10.1 The Client acknowledges and agrees that Lifespring Outdoor Centre organised activities must be:

- (a) booked with the Lifespring Outdoor Centre management at least eight (8) weeks in advance of the Booking and are subject to availability; and
- (b) facilitated by qualified Lifespring Outdoor Centre staff.

10.2 The Client is solely responsible for:

- (a) providing adequately trained, experienced and skilled leaders for any other activities during a Booking that are not supervised by Lifespring Outdoor Centre staff. This includes but is not limited to swimming and bushwalking and
- (b) ensuring the Group adhere to the Safety Briefing and Rules.

10.3 The Client acknowledges and agrees that no specialised activities or use of specialised activity equipment is to be undertaken at the Centre without the prior written approval of Lifespring Outdoor Centre.

10.4 Use of the swimming pool is conditional upon Lifespring Outdoor Centre agreeing to supervise the Guests whilst swimming. Where the Client chooses to decline this provision of supervision, use of the swimming pool at the Centre is conditional upon Lifespring Outdoor Centre receiving a signed swimming pool supervision and consent form.

10.5 The Client agrees not to swim in the dams on the property at any time unless participating in a Lifespring Outdoor Centre guided activity.

10.6 The Client [and to the extent that it is responsible for its Guests] acknowledges and accepts that recreational and adventure activities that take place on the Lifespring Outdoor Centre property may also constitute an obviously dangerous risk pursuant to Civil Liability Act 2003 (Qld) and that participation in such a recreational activity may involve a risk of physical harm or personal injury including permanent disability and/or death. Any such injury may result not only from the actions of the Client, a Guest or an officer, employee or any person acting for or on behalf of Lifespring Outdoor Centre, but also from the action, omission or negligence of others.

10.7 The Client [and to the extent that is responsible for its Guests] agrees that Lifespring Outdoor Centre, its officers, employees or agents shall not be liable to the Client or any Guest, whether in contract, tort, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered, whether consequential, direct, indirect, caused by or connected with a recreational activity and that this clause is to be construed as a warning given by Lifespring Outdoor Centre to the Client and its Guests in accordance with the Civil Liability Act 2003 (Qld).

10.8 The Client acknowledges and warrants that it will warn all Guests of all risks of harm associated with engaging in a recreational activity on Lifespring Outdoor Centre property prior to entering the Lifespring Outdoor Centre property.

11 First Aid

11.1 The health and wellbeing of the Group is ultimately the responsibility of the Client.

11.2 Lifespring Outdoor Centre staff all possess industry recognised first aid

qualifications and the Centre contains suitable first aid equipment.

11.3 First aid kits are available that can be accessed by Group Leaders when Lifespring Outdoor Centre staff are unavailable.

11.4 It is recommended that the Client ensures that at least one Group Leader has Formal First-Aid Accreditation and is available when Lifespring Outdoor Centre staff are not on site at the Centre during the course of a Booking.

12 Arrivals/Departures

12.1 The Client must ensure that Guests do not enter the Centre prior to the allocated time and must not overstay the allocated departure time each as specified in the Confirmation.

12.2 Upon arrival, the Client must ensure that the Group Leader checks in with the Lifespring Outdoor Centre staff.

13 Property

13.1 The Client acknowledges and agrees that:

- (a)** all breakages and losses to Lifespring Outdoor Centre property or equipment are to be reported to Lifespring Outdoor Centre staff;
- (b)** payment for damages beyond ordinary wear and tear is the responsibility of the Client;
- (c)** Lifespring Outdoor Centre takes no responsibility for the loss or damage to personal property;
- (d)** buildings, equipment, flora and fauna of a Centre must be respected by Guests; and
- (e)** all vehicle parking at the Centre is strictly at the owner's risk.

13.2 The Client agrees to pay all invoices issued by Lifespring Outdoor Centre in relation to any breakages,

property or equipment that are caused or contributed to by the Client or its Guests or Group Leaders.

14 Force Majeure

Lifespring Outdoor Centre will not be liable for any delay in performing or non-performance of any of its obligations under a Booking due to strikes, acts of God, fires, explosion, rain preventing access, riot, lockouts, injunction, interruption of transportation, accidents, inability to obtain supplies, war, government action or other circumstances beyond its reasonable control.

15 Terminating the Booking

15.1 The Client agrees that Lifespring Outdoor Centre has the right to terminate the Booking or occupancy of the Centre by the Group, or any Guest(s) or member(s) of the Group, without notice for breach of the Terms including the Rules.

15.2 The Client acknowledges and agrees that:

- (a)** Lifespring Outdoor Centre is empowered to take action as deemed necessary for the proper conduct of the Centre and safety of person(s) at the Centre including but not limited to requiring any person(s) to leave the Centre immediately; and
- (b)** when a Booking is terminated, the Group must leave the Centre immediately.

16 Privacy

16.1 The Client agrees and consents to the collection of private information by Lifespring Outdoor Centre of its employees, contractors, Guests, agents and Group Leaders occurring in accordance with Lifespring Outdoor Centre's Privacy Policy and subject to:

- (a)** the Privacy Act 1998 (Cth) and the National Privacy Principles within that Act; and

(b) where applicable, the Health Records and Information Privacy Act 2016 (Qld) and the Health Privacy Principles within that Act.

17.2 By providing your private information to Lifespring Outdoor Centre, Lifespring Outdoor Centre may use it to maintain contact with you about our work, to report to you about our work, or to encourage you to learn about what we do. When Lifespring Outdoor Centre does this we will provide you with a clear and conspicuous opportunity to opt-out in accordance with our Privacy Policy.

17 Severability

17.1 Each word, phrase, sentence, paragraph and clause of the Terms is severable. If a court determines that a part of the Terms is unenforceable, invalid, illegal or void, that court may sever that part. Severance of any part of the Terms will not affect any other part of the Terms (as applicable).

17.2 Where a word, phrase, sentence, paragraph or other clause or provision of the Terms would otherwise be unenforceable, illegal or void, the effect of that word, phrase, sentence, paragraph or other clause or provision shall so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

18 Governing Law

18.1 These Terms will be governed and construed by the laws of the State of Queensland.

18.2 Lifespring Outdoor Centre and the Client each submit to the non exclusive jurisdiction of the courts exercising jurisdiction in the State of Queensland and

waive any right to claim that those courts are an inconvenient forum.

19 Environmental Policy

19.1 Sustainability Commitment: Lifespring Outdoor Centre is dedicated to promoting sustainability and environmental stewardship in all its operations. We are committed to minimising our ecological footprint by adopting environmentally responsible practices, conserving natural resources, and supporting biodiversity. We encourage all Clients and Guests to actively participate in our efforts to protect and preserve the environment for future generations.

19.2 Client Responsibility: Clients and Guests are required to comply with Lifespring Outdoor Centre's environmental policies, including proper waste disposal, minimising environmental impact, and respecting local flora and fauna. Any conduct that may harm the environment or contravene these policies is strictly prohibited.

20 Emergency Procedures

20.1 Evacuation Plans: Lifespring Outdoor Centre has established comprehensive evacuation procedures to ensure the safety of Clients, Guests, and staff in the event of an emergency, including but not limited to fire, natural disasters, or other critical incidents. Clients and Guests must follow all instructions provided by Lifespring staff and adhere to the designated evacuation protocols.

20.2 Emergency Contacts: Lifespring Outdoor Centre will provide Clients and Guests with emergency contact information upon arrival. In the event of an emergency, Clients and Guests are required to promptly notify Lifespring staff and comply with their directions. Lifespring staff will liaise with local authorities as necessary.

21 Health and Safety

21.1 Activity Waiver and Release: All Guests must complete an activity waiver and release prior to participating in any activities at Lifespring Outdoor Centre. This requirement ensures that Guests are medically fit to engage in activities, understand the risks involved and helps maintain a safe environment for all participants.

21.2 Safety Standards Compliance: Lifespring Outdoor Centre complies with all applicable health and safety laws, regulations, and standards. We are committed to providing a safe environment for Clients, Guests, and staff and regularly review and update our safety protocols to ensure compliance and best practices.

22 Dispute Resolution

22.1 Mediation/Arbitration: In the event of a dispute, the parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute remains unresolved, the parties agree to engage in mediation with a mutually agreed-upon mediator. If a mediator cannot be agreed upon, then the Australian Mediation Association shall determine the mediator.

23 Data Protection

23.1 Client Data Security: Lifespring Outdoor Centre is committed to safeguarding the personal data of its Clients and Guests. We take reasonable steps to protect personal information from unauthorised access, loss, or misuse.

23.2 Data Usage Consent: By engaging with Lifespring Outdoor Centre, Clients consent to the collection, use, storage, and sharing of their personal data in accordance with our Privacy Policy. Clients retain the right to withdraw consent at any time, subject to applicable legal and contractual obligations.

24 Updates and Amendments

24.1 Notification of Changes: Lifespring Outdoor Centre reserves the right to amend these Terms and Conditions at its sole discretion. Clients will be notified of any amendments via email or other appropriate communication channels. The updated Terms and Conditions will also be made available on our website.

24.2 Client Acceptance: Continued use of Lifespring Outdoor Centre's services following notification of amended Terms and Conditions constitutes acceptance of the changes. Clients who do not agree to the amended Terms and Conditions must notify Lifespring Outdoor Centre in writing and refrain from making future bookings.

25 Intellectual Property

25.1 Use of Media: Lifespring Outdoor Centre may capture photographs or recordings during activities for promotional purposes. By participating in activities, Clients and Guests grant Lifespring Outdoor Centre permission to use such media unless they explicitly opt out in writing prior to the activity.

25.2 Protection of Lifespring Materials: All materials, programs, and branding associated with Lifespring Outdoor Centre are the exclusive intellectual property of Lifespring Outdoor Centre. Clients and Guests are prohibited from reproducing, distributing, or using these materials without prior written authorisation from Lifespring Outdoor Centre.

26 Definitions and Interpretation

26.1 Unless the context provides otherwise, the following definitions apply to these Terms and Conditions:

(a) **Booking** means a reservation, for which a Confirmation has been issued, to use the Centre or part thereof.

(b) **Booking Amount** means the minimum amount payable in respect to a Booking as particularised on the Booking Form;

(c) **Bookings Coordinator** means an employee of Lifespring Outdoor Centre with the responsibility for taking Bookings.

(d) **Booking Form** means the form which is either attached to the Terms or provided to the Client contemporaneously with the Terms;

(e) **Business Day** means any day which is not a Saturday, Sunday or public holiday in the State of Queensland;

(f) **Centre** means the centre the subject of the Booking operated by Lifespring Outdoor Centre;

(g) **Centre's Safety Briefing** means the safety briefing conducted by Lifespring Outdoor Centre on arrival of Guest(s) at the Centre;

(h) **Claim** means all claims, demands, complaints, actions, suits, proceedings and causes of action of every description whatsoever, both at law and in equity, including for damages, interest and the costs thereof, and includes any legal, administrative, government, arbitral or other proceedings or investigations, whether the facts, matters and circumstances giving rise to those same claims, demands, complaints, actions, suits, proceedings and causes of action are known or unknown to the parties at the date of the Confirmation.

(i) **Client** means the legal person listed on the Booking Form as the Client;

(j) **Final Numbers** means the final number of Guests that will be attending or visiting (for any length of time) a Centre during the period of a Booking;

(k) **Formal First-Aid Accreditation** means training by an accredited first aid provider in Australia;

(l) **Guest(s)** means person(s), including minors, who a Client invites to use the Centre (or part thereof) pursuant to a Booking;

(m) **Group** includes all guests, the Group Leader, and any persons who accompany representatives, clients, employees agents or contractors of the Client at any time during the course of a Booking;

(n) **GST** means goods and services tax;

(o) **Organisers** means anyone on behalf of the Client whom is responsible with liaising with Lifespring Outdoor Centre in relation to a Booking and includes the Client's employees, agents or contractors that perform that role;

(p) **Privacy Policy** means the privacy policy published on Lifespring Outdoor Centre's website from time to time;

(q) **Program** means the program the subject of a Booking as identified on the Booking Form;

(r) **Rules** means the rules and procedures from time to time of a Centre;

(s) **Safety Briefing** means the rules and procedures for ensuring the safety of all persons at the Centre including or during a Program;

(t) **Special Dietary Requirements** means any restrictions in dietary requirements of a Guest provided in writing to Lifespring Outdoor Centre by a Client identify, as a minimum, the person's full name and any dietary restrictions and requirements of their diet;

(u) **Terms** means these Terms and Conditions;

(v) **Lifespring Outdoor Centre** means Lifespring Outdoor Centre Pty Ltd ACN 658 067 657

(w) **Lifespring Equipment** means any equipment at the Centre or otherwise provided by Lifespring Outdoor Centre as part of a program.

26.2 In these Terms, unless the context otherwise provides:

(a) the singular includes its plural and vice versa;

(b) words denoting any gender include all genders;

(c) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;

(d) a reference to a party includes that party's successors, permitted substitutes or permitted assigns;

(e) a reference to a particular time is to that time in Blackall; Queensland;

(f) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(g) headings, or a reference to a section by its heading, are used for convenience only and do not affect interpretation;

(h) a reference to any agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;

(i) a reference to a clause, is to a clause in or to these Terms;

(j) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;

(k) words such as 'including' or 'for example' do not limit the meaning of the words preceding them;

(l) a reference to dollars or \$ is to Australian currency;

(m) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;

(n) a reference to legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; and

(o) nothing in the Terms is to be interpreted against a party solely on the ground that the party or its advisers drafted the Terms.