

1 TERMS AND CONDITIONS

- 1.1 La Trobe University (Australian Business Number 64 804 735 113), Victoria 3086 (**LTU** or **us** or **we** or **our**), provides education experiences as described on LTU's website (available at: <https://www.latrobe.edu.au/wildlife/visit/education>) (**Experience**) through its Nangak Tamboree Wildlife Sanctuary (**NTWS**).
- 1.2 LTU provides the Experience at NTWS as set out in the corresponding booking form issued by LTU (**Booking Form**) to the person specified in the 'Client' section of the Booking Form (**You** or **Your**).
- 1.3 By signing the Booking Form, You agree to these clauses 1 to 10. Upon LTU's receipt of Your signed Booking Form:
- the Booking Form together with these clauses 1 to 10 form an agreement between you and LTU with respect to Your attendance at LTU for the Experience (**Contract**); and
 - LTU agrees to provide You the Experience in accordance with the Contract.
- 1.4 The Contract continues until the time specified in the 'Departure Time' section of the Booking Form (**Departure Time**).
- 1.5 In connection with the Experience, You accept responsibility for:
- all Your officers, employees, contractors, agents, guests, students, invitees and any guardians and carers of the foregoing that attend our premises in connection with the Experience (together, the **Invitees**), including their discipline and care
 - obtaining all necessary information or consents (including any parental or guardian consent) of Invitees required for their attendance at LTU for purposes of the Experience; and
 - ensuring all Invitees' compliance with the Contract.
- 1.6 LTU may display rules and conditions about entry to and use of its facilities and services at its premises (**Rules**). These Rules form part of this Contract and you agree to follow, and ensure each Invitee follows, these Rules at all times when using those facilities or services.
- 1.7 LTU may, acting reasonably, at any time refuse or cancel access to any LTU facilities or services if You fail to comply with this Contract.
- 1.8 In this Contract, a reference to an Invitee includes You and vice versa.

2 EXPERIENCE*Experience*

- 2.1 The Experience commences at the 'Start Time' specified in the Booking Form (**Start Time**) and continues until the Departure Time on the 'Date Booked' specified in the Booking Form (**Booking Date**).
- 2.2 LTU will provide you services and access to facilities as part of the Experience as set out in the Booking Form.
- 2.3 Please notify us of any accessibility needs of Invitees prior to the Booking Date by emailing: wildlife@latrobe.edu.au.
- Guidelines*
- 2.4 Your attendance at LTU for the Experience must be consistent with LTU's *Experience Guidelines* as amended, modified, re-enacted or replaced from time to time (**Guidelines**). You acknowledge and agree that:
- You have received and read a copy of the Guidelines
 - Your booking is a 'Non-LTU booking' for purposes of the Guidelines; and
 - You must use LTU facilities and services in accordance with the Guidelines, and a failure to do so may result

in You being liable to pay LTU additional fees in accordance with the Guidelines.

- 2.5 If there is any inconsistency between the provisions of the Contract and Guidelines, the provisions of the Contract will prevail to the extent of the inconsistency.

Participants & supervision

- 2.6 The maximum number of Invitees that are children and/or school students and may attend the Experience (**Participants**) is specified in the 'Participants' section of the Booking Form.
- 2.7 Participants must be evenly divided (to the extent possible) into the number of classes specified in the 'Groups' section of the Booking Form (each a **Class**). The maximum Participants per Class is 25.
- 2.8 Unless otherwise agreed by LTU, You must provide LTU at least 10 days' notice to request an increase to the number of Participants by emailing wildlife@latrobe.edu.au. Such additional Participants must not attend the Experience unless LTU approves such request, in which case additional charges are payable by You in accordance with clause 3.4.
- 2.9 Participants must be supervised by accompanying teachers, supervisors and/or helpers in accordance with ratios set out in the Guidelines.

End of Experience

- 2.10 You must, to the extent practicable and no later than the Departure Time or earlier termination of this Contract:
- in accordance with the Guidelines, return LTU facilities used or occupied by You as part of the Experience to the exact state of those facilities immediately prior to the Start Time, including removal of all Invitees' rubbish (**Original Condition**)
 - yield to LTU in good working order and repair any equipment belonging to or under the control of LTU made available to You in connection with the Experience, including any keys or access cards used to access the LTU facilities (**Equipment**); and
 - vacate NTWS, and, in accordance with the Guidelines, You may be liable to pay any LTU any loss, damage cost or expense incurred by LTU as a result of Your failure to do so.

3 CHARGES AND PAYMENT

- 3.1 In consideration for the Experience, you agree to pay to LTU the amounts specified in the 'Charges' section of the Booking Form (**Charges**) in accordance with clause 3.
- 3.2 The Charges must be paid by You prior to the Booking Date (unless otherwise agreed by LTU). To facilitate payment of the Charges, LTU will at its election:
- submit invoices to You for amounts payable and You undertake to pay such amounts within 30 days and in any case prior to the Booking Date; or
 - accept payment via electronic means, including debit or credit card payment through an EFTPOS or online facility of LTU.
- 3.3 You may be required to pay LTU fees in addition to the Charges for any:
- additional goods and/or services provided to you as set out in the Guidelines (other than those specified in the Booking Form)
 - additional charges incurred by you as set out in the Guidelines; and/or
 - loss, damage cost or expense incurred by LTU as a result of Your breach of this Contract,
- in which case LTU will invoice You for amounts payable and you must pay such amounts within 30 days of receipt of such invoice.

Change to Participants

- 3.4 For any additional Participants approved by LTU in accordance with clause 2.8, the Charges will be increased by multiplying the 'Cost pp' specified on the Booking Form by the number of additional Participants.
- 3.5 You agree the Charges will not be reduced nor will You be entitled to a prorated refund of the Charges if the number of Participants that attend the Experience is less than the number of Participants specified in the 'Participants' section of the Booking Form.

GST

- 3.6 In this clause, words used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Law**) have the same meaning given to them in the GST Law. Amounts referred to in this Contract are expressed exclusive of GST unless otherwise stated. If GST is imposed on any supply made under or in accordance with this Contract, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

4 BOOKING CHANGES/CANCELLATION & REFUNDS**Your cancellation**

- 4.1 To cancel Your Experience, you must notify LTU in writing by emailing wildlife@latrobe.edu.au. Where You cancel Your Experience:
- no later than 5:00 PM (in the time of Victoria, Australia) on the second business day prior to the Booking Date, LTU will refund You any amounts You have paid to LTU in respect of the Experience; or
 - on the day immediately prior to the Booking Date or on the Booking Date (or otherwise do not attend the Experience on the Booking Date), You are not entitled to a refund of any amounts You have paid to LTU in respect of the Experience, and LTU may require You to pay the Charges in full (if You have not already fully paid LTU the Charges), due to staffing costs LTU may incur as a result.

LTU changes/cancellation

- 4.2 In the event of unforeseen circumstances or circumstances beyond the control of LTU that adversely impact Your Experience, LTU will, acting reasonably and in consultation with You:
- change any of the Booking Date, Start Time, Departure Time, Equipment or any 'Activity' specified in the Booking Form, subject to Your prior agreement to any such change (in which case this Contract will accordingly be varied to reflect any such change); or
 - cancel Your Experience, in which case:
 - this Contract is terminated at the time such cancellation is notified to You; and
 - LTU will refund You any amounts You have paid to LTU in respect of the Experience.

Survival

- 4.3 Clauses 2.10, 3.3, 4.1(b), 5.9, 6, 7.1, 7.2, 8, 9, 10.1(c), 10.3, 10.4 and this clause survive the termination or expiration of this Contract.

5 EQUIPMENT AND PROPERTY**LTU Equipment**

- 5.1 LTU may make Equipment available to You in connection with the Experience.
- 5.2 You acknowledge that LTU is the owner of Equipment and You must not dispose of or deal with the Equipment in

any way which is inconsistent with LTU's rights.

- 5.3 You must use any Equipment in a proper, safe and prudent manner and only for its intended purpose and within the capacity for which it was designed.
- 5.4 You must not alter, remove, modify or in any other way change the nature and operating method or mechanism of the Equipment without the prior written approval of LTU.
- 5.5 You shall yield to LTU the Equipment in good working order and repair as of the Departure Time or earlier termination of this Contract.

Your equipment

- 5.6 Except for the Equipment, You are responsible for supplying all equipment and other property You may require at Your own cost.
- 5.7 You must ensure any property You bring onto LTU premises is safe, secure and complies with all applicable laws and LTU policies notified to you.
- 5.8 You are responsible for the repair, maintenance and security of Your property and must not leave your property unattended. We accept no responsibility for lost or stolen items.
- 5.9 You agree to remove any of Your property from LTU grounds upon reasonable request of LTU, or otherwise upon the Departure Time or earlier termination of this Contract. Property left behind after the Departure Time may be disposed of by LTU acting reasonably at its discretion.

6 LTU'S RIGHTS IN RESPECT OF LTU PREMISES

- 6.1 You acknowledge and agree that LTU and its personnel, acting reasonably, have the exclusive rights to:
- control access to and enter NTWS facilities at any time
 - supervise the Experience in accordance with the Guidelines; and
 - restrict or halt the use of the barbeque or fire pit at any time.

7 YOUR OBLIGATIONS

- 7.1 You agree to:
- follow any reasonable direction of LTU staff, including in respect of any health, safety, security or related matters
 - take care to use LTU's facilities and Equipment safely and properly, and to ask our staff if unsure; and
 - in attending the Experience, comply with all laws, and any applicable statutes, regulations, policies, procedures and guidelines of LTU notified to You.
- 7.2 You agree to respect our staff and others at all times and not to behave in an inappropriate, disruptive, harassing, threatening or offensive manner or in any manner that may cause harm or injury. You agree that we may eject You or suspend or terminate Your access to LTU facilities at any time for such behaviour, or if you refuse to vacate the NTWS at or following the Departure Time.
- 7.3 You must:
- take proper care when attending and using our facilities and not damage our facilities and Equipment
 - as soon as practicable, notify LTU of damage occurring to LTU facilities or Equipment; and
 - ensure that Your Invitees do not smoke in any area of LTU other than designated smoking areas set out on LTU's website at:
<https://www.latrobe.edu.au/about/vision/smoke-free-la-trobe>.
- 7.4 You must not:
- conduct photography or videography of any kind

other than within NTWS

- (b) damage the LTU's facilities, Equipment, or any other LTU property, premises or land
- (c) consume alcohol at or bring alcohol onto LTU premises unless otherwise agreed by LTU in writing
- (d) interfere with the fauna or flora of LTU
- (e) bring or permit to be brought onto LTU any balloons
- (f) permit animals other than assistance dogs to be in NTWS or its environs without prior written consent of the LTU; and
- (g) engage in any activity that would result in the generation of naked flames, or have the capacity to contaminate, disable or activate any fire detector system.

8 PRIVACY

- 8.1** We require You to provide us with certain personal information and health information in order for us to provide You the Experience and associated services, including any such information provided by You in the Booking Form.
- 8.2** You consent to LTU (or a third party authorised by LTU, including any third-party service provider engaged by LTU), using any personal information and health information supplied by or on Your behalf to LTU, for the primary purpose of supplying You the Experience and associated services.
- 8.3** LTU handles personal information and health information in accordance with its privacy policy available at: www.latrobe.edu.au/privacy.

9 LIABILITY

- 9.1** Except to the extent of LTU's negligence, You agree to attend the Experience at Your own risk.
- 9.2** To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on You or LTU (**implied terms**) are excluded from this Contract. This does not apply to LTU's negligence.

10 GENERAL

- 10.1** This Contract:
 - (a) constitutes the entire agreement between You and LTU in connection with the Experience
 - (b) may only be varied by the further written agreement of You and LTU or otherwise in accordance with clause 4.2; and
 - (c) is governed by the laws of Victoria and under the exclusive jurisdiction of the courts of Victoria.
- 10.2** At all times during this Contract You and LTU will co-operate with each other and act in good faith to resolve any dispute or disagreement concerning this Contract.
- 10.3** If the person specified in the 'Client' section of the Booking Form consists of more than one person, those persons shall be jointly and severally bound under this Contract.
- 10.4** Any provisions of this Contract which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the Contract and the validity of the remaining provisions shall not be affected.
- 10.5** LTU and You are independent contractors without authority to bind the other. Neither LTU or You nor the respective personnel of each are agents or employees of the other by virtue of this Contract.