**Name of Group:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Period of Stay:** From: \_\_\_/\_\_\_/\_\_\_\_\_ To: \_\_\_/\_\_\_/\_\_\_\_\_

**Program Option:** $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Accurate No. of Students Attending:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Year Level:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cost:** As quoted. **Inclusions:** As quoted.

**CONTACT DETAILS**

Mr/Mrs/Ms/Miss \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (B.H) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(A.H) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Fax) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Post Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special requirements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENTS:** $\_\_\_\_\_\_\_\_\_\_\_\_\_

**LIABILITY:** I have read and accepted the UTC terms and conditions (provided separately).

**CANCELLATION:** Refunds will only be given for cancellations made 6 months in advance of the camp date. In the event of a cancellation by the campsite, the hirer shall be entitled to a full refund of all monies paid.

I have read and accept the 'General Conditions for Hire’ as shown on website.

I also acknowledge it is my responsibility to inform the group of these conditions.

▢ **I have read the Terms of Business** (below)

Signature of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_\_

Position Held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (invoice can be provided on return of booking form)

**PLEASE RETURN THIS FORM TO THE ABOVE ADDRESS AND KEEP A COPY FOR YOUR RECORDS.**  
**discoveries@upthecreek.melbourne**

**UP THE CREEK MELBOURNE**

**BOOKING FORM / TERMS OF BUSINESS**

**upthecreekmelbourne.com**

1. **TERMS OF BUSINESS**

These Terms of Business and the accompanying Program Contract Details (Contract) together set out the terms and conditions of our agreement to provide the Program/Camp/Retreat. Signing and returning this Contract to Up The Creek Melbourne (UTC) constitutes the creation of a legally binding agreement for the Client booking UTC’s services and to the other provisions in this Contract. Capitalised terms not defined in these Terms of Business have the meaning given to them in the Program Contract Details.

1. **CONFIRMING A BOOKING AND PARTIES’ OBLIGATIONS**

2.1 A Deposit, based on the value of the booking and the numbers agreed on the quote, is required to secure your booking. A booking cannot be confirmed until such time as the signed Contract and Deposit are received by UTC.

2.2 UTC will provide the Program/Camp/Retreat, and those other services, facilities, items and requirements described in the Program Contract Details (other than Section D), at the times and in the manner specified in the Program Contract Details.

3. **PAYMENT TERMS AND METHOD**

3.1 UTC’s preferred payment method is Electronic Funds Transfer; account details are shown on the invoice. A payment confirmation must be provided.

3.2 **Deposit:** To confirm your booking, you are required to make a non-refundable deposit (Deposit) by the Deposit Due Date for the maximum number of participants set out in the Program Contract Details. The venue, design, dates and other details for the Program/Camp/Retreat will only be confirmed by UTC on receipt of the Deposit by the Deposit Due Date.

3.3 **Progress Payment:** The Client must pay the Progress Payment by the Progress Payment Due Date for the maximum number of participants set out in the Program Contract Details.

3.4 **Final Numbers:** The Client must confirm the final number of participants by the date set out in the Program Contract Details. A final balance invoice will be issued during the Program/Camp/Retreat based on these numbers, less monies received for the Deposit and Progress Payment.

3.5 The Program/Camp/Retreat will not commence/depart, and UTC is relieved of all its obligations in respect of them, if the client does not pay the amounts set out in the Program Contract Details (and any additional expenses incurred under clause 3.7) by the due date.

3.6 Final payment must be made by the date in the payment schedule. A payment confirmation must be provided to UTC. If necessary, any additional expenses incurred (extra participants, breakages, etc.) will be invoiced to the Client and payment is required upon receipt of the invoice.

Note: A 5% late fee may be charged to the Client for invoices not paid by the due date.

Note: The Client must upon request supply UTC with the Client’s ABN.

3.7 UTC will accept cheques and electronic transfers as remittance for payment of any invoices or other amounts due to be paid by the Client to UTC pursuant to this contract. In either case a remittance advice must be sent by the Client to UTC. This may take the form of an email directed to accountsreceivable@Upthecreekmelbourne.com or in writing addressed to:

Accounts Receivable, Up The Creek Melbourne, 340 High st Melbourne

4. **STUDENT NUMBERS**

4.1 UTC reserves the right to refuse to accommodate additional participant(s) to those previously confirmed if the additional participant(s) would take the total number above the maximum number of participants set out in the Program Contract Details.

4.2. If the total number of participants confirmed by the Client exceeds the maximum number of participants set out in the Program Contract Details:

1. UTC may (but is not obliged to) by notice to the Client elect to permit some or all of the additional participants to attend the Program at a fee(s) nominated by UTC;

and

1. in respect of each additional participant (above the minimum number specified) permitted by UTC under clause 4.2(a), the Client agrees to pay UTC (by the date specified on the invoice from UTC) the additional fee(s) nominated by UTC.

4.3 Subject to the cancellation provisions below or any variation agreed in writing by both parties, the Client acknowledges and agrees that:

1. UTC resources and plans the allocation of its staff, equipment and facilities to the Program/Camp/Retreat on the basis of the maximum number of participants stipulated in the schedule; and
2. the Client will not be entitled to any refund if the number of participants that actually attend the Program/Camp/Retreat is less than, the final number of participants.

Note: The minimum number of participants we accept is 40. In some circumstances we will be able to accept less, under shared occupancy.

5. **AGREEMENT AND ACKNOWLEDGMENT**

The Client acknowledges that UTC undertakes significant forward planning (and resources and plans the allocation of its staff, equipment and facilities), based on the Program/Camp/Retreat. Accordingly, the school agrees that it may only cancel or amend the Program/Camp/Retreat in accordance with clause 6 and that it may become necessary for UTC to serve a Cessation Notice in accordance with clause 7.

6. **CANCELLATIONS AND AMENDMENTS BY THE CLIENT**

6.1 All cancellations by the Client under this clause 6 must be made in writing.

6.2 If the Client cancels the booking:

(a) after the Deposit Due Date outlined on the invoice but more than 90 days prior to the departure date for that Program/Camp/Retreat, then:

(i) if the Client has paid the Deposit to UTC - all monies paid in respect of the Program/Camp/Retreat (including the Deposit) are non-refundable, and may be retained by UTC; and

(ii) if the Client has not paid the Deposit to UTC - the Deposit is immediately due and payable, and UTC may retain all other amounts paid to it by the Client;

(b) less than 90 days, but more than 30 days prior to the departure date for that Program/Camp/Retreat then:

(i) if the Client has paid the Progress Payment to UTC - all monies paid in respect of the Program/Camp/Retreat (including the Deposit and Progress Payment) are non-refundable, and may be retained by UTC; and:

7. **CANCELLATION, POSTPONEMENT OR PROGRAM CHANGES BY UTC DUE TO EVENTS WHICH MAKE PARTICIPATION OR TRAVEL UNSAFE**

7.1 In the event of cancellation, postponement or program changes arising from any of the circumstances referred to in clause 7.2, this contract will provide all rights and duties of both parties. It is the intention of the parties that this contract shall exclude the operation of Part 3.2 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Frustrated Contracts Act 1978 (NSW).

The Client acknowledges that risk in respect of the cancellation or postponement of the Program/Camp/Retreat for safety, security, statutory or environmental reasons rests with the Client always, subject to this clause 7.

7.2 If:

(a) UTC, at its reasonable discretion, deems the Program/Camp/Retreat or any part thereof should not commence or will be halted or changed, (including if the Program/Camp/Retreat is or becomes unsafe or inaccessible due to fire, flood, storm, or unspecified environmental events, or if ‘Adventure Activity Standards’ or other applicable statutory requirements are amended in any way); or

1. State or Federal police, or any other government authority or responsible body, requires that the Program/Camp/Retreat or any part not to commence or be halted or modified for any reason including, but not limited to, restrictions resulting from the COVID-19 pandemic. UTC may, by written notice to the Client (“Cessation Notice”) not commence, and/or halt the progress of a Program/Camp/Retreat or the relevant part, and UTC is relieved of its obligations under this contract in respect of the relevant part of the Program/Camp/Retreat that is not commenced or is halted, without any liability whatsoever, including without limitation, any monetary compensation other than as specified at clause 6.3.

7.3 Without limiting clause 7.2, if UTC issues a Cessation Notice, and (whether at the same time or after that Cessation Notice) informs the Client that:

(a) the Program/Camp/Retreat or the relevant part may commence or continue on the original dates in the same or different area/s, but with additional resources due to relevant inaccessibility, increased risk, changing environmental conditions or other issue as the subject of the Cessation Notice, (for example low water levels requiring a change of watercraft). While UTC will then endeavour to run the Program/Camp/Retreat at the same cost, the parties must promptly meet to discuss in good faith, necessary modifications to the Program/Camp/Retreat or relevant part, and their respective responsibility for the additional costs of conducting or continuing the Program/Camp/Retreat or relevant part, and

(b) the Program/Camp/Retreat or the relevant part cannot commence on the original dates - the parties must promptly meet to discuss in good faith, necessary modifications to the Program/Camp/Retreat (including alternative dates), and their respective responsibility for additional costs of conducting or continuing the Program/Camp/Retreat or relevant part.

7.4 Following the issuance of a Cessation Notice, unless the costs of the Program/Camp/Retreat or the relevant part has been or will be addressed under 7.3(a) or (b), all monies paid or payable will be dealt with in a manner consistent with clause 6.2, as if the Cessation Notice was a cancellation by the Client.

8. **SUB-CONTRACTORS**

8.1 UTC may arrange for sub-contractors to carry out all or part of the services under this Contract.

8.2 Should a sub-contractor cease to trade, make their service unavailable, experience a change in the permitted operation(s) or fail to meet UTC’s risk-management requirements, prior to the delivery of service:

1. UTC will not include the service in this Contract; and Up the creek IS A FOR-PURPOSE ORGANISATION VIC | NSW | SA | WA 1800 888 900 UTC.EDU.AU
2. UTC will make all reasonable endeavours to replace the service with a similar service.

8.3 The similar service may not be at the same venue, or be the same service, in which case the Client cannot unreasonably refuse the alternative proposed by UTC.

8.4 In the case that the above occurs, the parties must promptly meet to discuss in good faith, necessary modifications to the Program/Camp/Retreat and their respective responsibility for additional costs of conducting or continuing the Program/Camp/Retreat or relevant part thereof.

9. **VARIATIONS TO GOVERNMENT LAND MANAGEMENT POLICY**

This Contract may be based upon government land management policy that defines such parameters as group size, access to certain areas, prescribed staff/student ratios etc. The conditions of such policies are mandated to UTC and are current at the time this Contract is signed. However, such policies may change between the date of signing this Contract and Program/Camp/Retreat departure.

Should this occur:

1. UTC will propose an alternative and the Client may not unreasonably refuse such an alternative; and
2. the parties must promptly meet to discuss in good faith, necessary modifications to the Program/Camp/Retreat and their respective responsibility for additional costs of conducting or continuing the Program/Camp/Retreat, or relevant part thereof.

10. **EVACUATION OF STUDENTS/PARTICIPANTS OR HIRER STAFF/REPRESENTATIVES AND MEDICAL EXPENSES**

10.1 Evacuations of the Client’s participants, staff and other personnel from the site of the Program/Camp/Retreat due to illness, injury or other personal circumstances may be required whilst participating in the Program/Camp/Retreat (Evacuations).

10.2 As between the Client and UTC, the Client agrees that it is responsible, and UTC is not in any way responsible, for the costs of all Evacuations (including Evacuations conducted by or on behalf of ambulance or other emergency services, and regardless of the circumstances surrounding or causing the Evacuation), and the Client must:

1. pay directly to relevant authorities all charges and other costs incurred in respect of Evacuations; or
2. if UTC itself undertakes the Evacuation, reimburse UTC's reasonable costs of doing so.

Note: UTC recommends that students/participants and staff attending the Programs/Camps/Retreats be covered by private ambulance subscription.

10.3 If extra costs or expenses are incurred by UTC in coordinating, effecting or conducting an Evacuation, the Client agrees to reimburse UTC for such costs and expenses.

10.4 UTC has, and accepts, no responsibility for transporting any person to a medical centre or other alternative location referred to in clause 10. The Client will be responsible for the transportation of its students, staff and personnel from the nearest medical centre or alternative location to their home or other destination by their parents, guardians, family, friends, the hirer or ambulance or other emergency service. In each case this will be at the cost of the Client.

10.5 As between UTC and the Client, all medical expenses associated with an Evacuation or an injury or illness of the Client’s students, staff and other personnel whilst participating in the Program/Camp/Retreat (or any part) are the sole responsibility of the Client.

Note: Some medical centres require immediate payment of bills to secure treatment. Where this is required, the Client undertakes to make this payment.

11. **REPLACEMENT OF CLIENT STAFF MEMBERS OR REPRESENTATIVES**

11.1 If a staff member, or other personnel (other than a student) of the Client needs to leave the venue of the Program once it has commenced for any reason (e.g. illness, injury, work at school, personal reasons, etc.) the Client must provide a suitable replacement.

11.2 If the Client cannot or does not provide a replacement within 12 hours, UTC may elect to replace the relevant Client’s personnel with an additional UTC staff member, however, this cannot be guaranteed.

11.3 If UTC replaces the applicable person, UTC will charge the Client and the Client must pay replacement costs calculated at the rate of $680 (excluding GST) per day, plus transport costs.

11.4 During the period after the Client’s personnel departs and before a replacement arrives, UTC may for any reason (including gender balance, risk management and other relevant factors) modify or suspend the Program until a suitable replacement re-joins the group, without any liability whatsoever to the Client.

11.5 The Client acknowledges that UTC cannot guarantee that replacements will have teacher registration for the relevant state. However, all of UTC’s field staff will hold a current Working With Children Check in that particular State.

11.6 The Client agrees that it must not abdicate its duty of care to UTC replacement staff.

12. **OTHER COSTS**

12.1 **Loss/Damage:** The Client must meet the cost of repairing or replacing any property, equipment or other thing damaged or destroyed by, or in connection with, an act or omission deemed by UTC to have been caused by the Client or its participants during the Program/Camp/Retreat, including damage caused by vehicles and equipment leased from other providers.

12.2 **Compliance:** The cost of complying with any requirements of government authorities or other statutory or advisory bodies that are introduced or notified to UTC after the date of this agreement must be met by the Client.

12.3 **Additions:** The Client is responsible for the cost of any additional services or levels of service that are not expressly described in the booking and are required in the delivery of the Program/Camp/Retreat (for example: students with additional needs or additional activity sessions).

12.4 An additional administration charge, (charged at the rate of $650 excluding GST), if after the entry into this contract any change to the Program/Camp/Retreat is requested by the Client or required by the conduct of the Client, its employees or its students (as determined by UTC acting reasonably).

13. **SUPERVISION**

The Client is solely responsible for discipline and supervision of their students and participants at all relevant times during UTC’s Program/Camp/Retreat. The Client will ensure an adult representative is available to be contacted by UTC during the Program/Camp/Retreat.

14. **MEDICAL AND FIRST AID DECLARATION**

14.1 The Client will complete and provide to UTC no later than 10 days prior to your arrival date the (1) Medical and First Aid Declaration and (2) UTC’s Medical Summary documents in the form specified by UTC. The Client will ensure that the documents are completed Up the creek IS A FOR-PURPOSE ORGANISATION VIC | NSW | SA | WA 1800 888 900 UTC.EDU.AU accurately and in full and that all relevant persons have consented to the disclosure to, and use and collection by, UTC of the information set out in the documents. The Client acknowledges that UTC will rely on the information, representations and declarations set out in the documents.

14.2 UTC will use reasonable endeavours to accommodate special requests from the Client, including special dietary requirements, but they cannot be guaranteed. The Client must advise UTC no later than 10 days prior to the departure of the Program/Camp/Retreat of any such special requests or requirements, such that UTC can try and accommodate the student. Likewise, the Client must notify UTC as soon after booking as possible (and in any event, no later than 10 days prior to the departure date for the Program/Camp/Retreat) of any special needs of the group/participants who may require additional support and/or costs. UTC reserves the right to pass onto the Client any additional costs required due to customization of associated with the above special needs.

14.3 The Client acknowledges and agrees that UTC may use, disclose, or share any information provided under clause 14 with any third parties, including families of participants and medical providers, in accordance with UTC’s privacy policy, available at Https://www.UTC.edu.au/privacy-policy/.

15. **FIRST AID RESPONSIBILITIES**

The Client acknowledges it is responsible for provision of a suitably qualified first aid responder, all necessary first aid supplies for UTC’s Program/Camp/Retreat and for the first aid needs of the group. The Client further acknowledges that UTC may only provide first aid assistance in the limited circumstances set out in UTC’s Medical Policy. The Client must provide a vehicle to be used during a Program/Camp/Retreat to transport participants to non-emergency medical care or if attendees need to return home.

16. **COMPLIANCE WITH UTC’S POLICIES**

The Client will comply, and will ensure that its representatives, students and participants for the Program/Camp/Retreat, comply at all relevant times, with UTC’s policies and procedures as amended from time to time, including the Medical Policy of Up the creek.

17. **NO POACHING**

For the term of this Agreement, and for the period of six (6) months thereafter, without the prior written consent of the other party, neither party shall either directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party, any person employed (or any person who has been so employed in the preceding six (6) months), by such other party in the provision or receipt of the services.

18. **GST**

18.1 In this clause 18, words and expressions defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the meaning given to them in the GST Act.

18.2 All amounts payable or consideration to be provided under or in connection with this Contract do not include an amount for GST.

18.3 If GST is or becomes payable on any supply made under or in connection with this Contract, the party required to provide the consideration for the supply must pay, in addition to and at the same time as the consideration is provided, an amount equal to the amount of GST on the supply.

18.4 Where a party is required under this Contract to reimburse or indemnify another party for any loss or amount, the amount to be reimbursed or paid will be reduced by any input tax credit that the other party is entitled to claim.

19. **NOTICES**

Notices by a party must be delivered by hand, prepaid post or email and sent to the address of the receiving party specified the Program Contract Details or as otherwise notified by the relevant party to the other party. Notices will be deemed to have been received by hand upon delivery, by post within two (2) Business Days of sending and by email one hour after the email (unless the sender knows that email has failed to send).

20. **GOVERNING LAW AND JURISDICTION**

20.1 This Agreement is governed by the laws in force in Victoria.

20.2 The parties submit to the exclusive jurisdiction of any courts of competent jurisdiction in the state of Victoria and any courts that may hear appeals from those courts about any proceedings in connection with this Agreement.

**Name:** ............................................................................................................ **Date:** ......................................................

(Please Print)

**Signature:** ....................................................................................................