



Conditions of Hire

In this contract:

1. "Group" means the group of persons attending Urban Camp;
2. "Group Leader" means the person designated by a Group as contact person for communication with Urban Camp
3. "Hirer" means the person who signs the Urban Camp booking form
4. "Urban Camp" means the registered charity Urban Camp, and its representatives.

1. Bookings

- 1.2 Bookings will be confirmed by receipt of the signed booking form, email from Urban Camp (with these Conditions of Hire attached) and full payment of the required deposit.
- 1.3 A legally binding contract is created once Urban Camp receives the required deposit.
- 1.4 Cancellation fees apply to any bookings cancelled beyond the Urban Camp cut off dates.

2. Final Numbers and Dietary requirements

- 2.1. Groups are requested to indicate as accurately as possible the number of persons to be attending Urban Camp upon confirmation of booking.
- 2.2. The number of persons attending must be advised by email to Urban Camp as soon as known and not beyond 14 days (prior to booking date) and within the cancellation window to avoid any additional fees.
- 2.3. If the final group numbers are not confirmed by this date and the final numbers from those stated on the signed booking form, full payment of the final numbers on the signed booking form will be charged.
- 2.4. Groups will be required to pay for 75% of the total expected number on the signed booking form.
- 2.5. Urban Camp's minimum requirement is payment of an amount of 75% of the initial total expected number.
- 2.6. Groups are required to confirm any dietary requirements no less than 14 days prior to the booking date. If the dietary requirements are not confirmed by this date, Urban Camp cannot guarantee, and will not be liable for, any dietary requirements which are not met. Additional costs may be incurred if more than 10% of the Group requires catering for special dietary requirements. Where a booking is cancelled and the Group has requested catering for special dietary requirements, the applicable cancellation fee will include the reasonable expenses incurred by Urban Camp in respect of those dietary requirements.

3. Cancellation Policy –cancellation by a Group or by Urban Camp

- 3.1. Bookings cancelled by a Group within 30 days of arrival date will incur a 100% 'total hire' cancellation fee and full deposit is non-refundable.
- 3.2. Bookings cancelled by a Group (and are rebooked) within 180 days of arrival or less incur an administration fee of \$100.
- 3.3. Bookings cancelled by a Group 3 – 6 months before arrival date will incur a 50% 'total hire' cancellation fee and full deposit is non-refundable.
- 3.4. Bookings cancelled by a Group more than 6 months before arrival date will incur a forfeiture of the Group's total deposit.
- 3.5. NB; for all of the above cancellations, an invoice for the relevant amount will be issued and must be paid in full within 14 days.

- 3.6. If a guest is unable to attend camp due to an illness or injury the Group must provide Urban Camp with a valid medical certificate to request a refund for that guest, and Urban Camp will deduct the fees in respect of that guest (less reasonable administrative costs, if any) if a valid medical certificate is provided.
- 3.7. Urban Camp may cancel the booking if in the opinion of Urban Camp the site is unavailable or the services are otherwise unable to be delivered due to circumstances beyond Urban Camp's control (this includes but is not limited to instances of natural disaster, government direction or pandemic or significant capital works taking place at Urban Camp that may render the site unfit for public use for a certain period).
- 3.8. Notice of such cancellation must be given by Urban Camp as soon as practicable and the deposit will be held and transferred to a future booking within 12 months, or if no future booking is required a refund will be issued within 14 days. Urban Camp will use reasonable efforts to find the Group a comparable alternative site however cannot guarantee that such comparable alternative site will be available and/or fit for purpose.
- 3.9. The provisions above do not alter or detract from the Group's rights to cancel services pursuant to the Australian Consumer Laws.
- 3.10. Urban Camp will at all times and where possible, work with Groups in the event of cancelled bookings to find suitable alternative arrangements (if an alternative booking is requested by the Group).
- 3.11. Management of Urban Camp has the right to cancel the hire of the facilities at any time should any use or proposed use of the facilities by the Group be, at the reasonable discretion of the management of Urban Camp, inconsistent with the beliefs or purposes of Urban Camp. In such instances, all outstanding payments by the Group will become immediately due and payable in full.

4. Weekend Bookings

- 4.1. Weekend bookings constitute those bookings made from 5.00pm Friday until 5.00pm Sunday (spanning 48 hours).
- 4.2. Weekend groups with numbers under 30 people will be deemed as 'code entry groups' and will be required to visit Urban Camp prior to your stay (mid-week within the week prior to your stay) to be inducted through the code entry processes (i.e. there is no on-site welcome upon arrival for a weekend booking).
- 4.3. A minimum of 30 guests must be booked and paid for in order to be provided with weekend catering.

5. Discipline

- 5.1. The Group's on-site organiser (typically the Hirer - see definition in clause 5.1) will be responsible for monitoring the behavior of the Group.
- 5.2. Urban Camp management reserves the right to ask any person (or Group as whole) who does not abide by the rules of Urban Camp to leave the property immediately and all pre-payments in respect of that person (or the Group, as applicable) will be forfeited and all payments owing will become immediately due and payable in full. Any conduct inconsistent with Urban Camp's beliefs and purposes will be deemed unacceptable behavior.

6. Conditions of Hire/ Rules

- 6.1. **Hirer:** Prior to arrival the hirer (the person who signs the booking form) (**Hirer**) must nominate a group leader (**Group Leader**) to be the primary contact who upon arrival is asked to meet with the staff of Urban Camp. A copy of the program, room allocations, attendees and updates of numbers must be provided at this point in time if they haven't already been provided. The staff of Urban Camp require a short meeting with the Group Leader and Group if required for a brief welcome and to run through the general rules and it is the responsibility of the Group Leader to pass this information onto the rest of the Group if not in attendance.

The Hirer must ensure that:

- a) Guests under 18 years of age have appropriate parental/guardian consent to attend the Urban Camp.
- b) Guests under 18 years of age do not participate in any extra-curricular activities at Urban Camp (e.g. heading off-site to a venue in Melbourne or other activities planned on or around the site) without prior consent from a parent/guardian.

- c) Prior to entering Urban Camp, each guest has completed an appropriate health/medical record information sheet.
 - d) Group Leaders adequately supervise guests at all times, including appropriate supervision at instructed and non-instructed activities.
 - e) All adults attending Urban Camp for school bookings or other similar bookings, hold a current Working With Children's Check.
- 6.2. **Meals:** Menus are set by the Urban Camp Catering Manager. Special requests (for example medical or cultural diets, picnics or BBQ's) may be arranged with Urban Camp staff no less than 14 days prior to your booking (see also clause 2.4 above and clause 6 below).
- 6.3. **Cleaning:** It is expected that the Group will keep the site in a clean and tidy state. At the conclusion of your visit it is expected that all rooms will be left tidy, with a mattress, pillow and blankets neatly folded and stored. Chairs are to be stacked around the walls in the dining and meeting areas. An additional fee may be charged if the site is left in an unsuitable state.
- 6.4. **Accounts:** Accounts are to be paid within 14 days of your departure date. Payment is to be made via direct transfer as outlined in the signed booking form. Groups may be requested to pay their account upfront before arrival at the reasonable discretion of the management of Urban Camp. For bookings which have been made more than 12 months in advance, Urban Camp may pass on any price increase it incurs (i.e. an increase in its reasonable costs and expenses) during the period from the booking and 2 weeks prior to the arrival date. If the Group does not accept the price increase the Group may cancel the booking in accordance with these Conditions of Hire.
- Credit card payments will incur the standard 2.5% surcharge.
- 6.5. **Equipment:** All facilities and equipment are provided for your use on the understanding that they will be used with due care and kept in good condition. Urban Camp reserves the right to charge the Group any costs incurred by Urban Camp as a result of a default in these obligations and any such costs will be invoiced on departure.
- 6.6. Any items damaged by Groups will be required to be paid for with the full replacement cost being paid by the Group.
- 6.7. **Alcohol/Drugs:** Under no circumstances is any alcohol or any non-prescribed drug to be brought onto the property without prior consent in writing from Urban Camp management. Where the Urban Camp management have consented to alcohol being brought onto the premises, the Group must comply with the conditions of that consent, and the Urban Camp BYO permit, at all times.
- 6.8. **Smoking:** Smoking is not permitted on the property of Urban Camp other than in respect of designated areas. Smoking may only be conducted in the designated areas.
- 6.9. **Multiple Groups:** Urban Camp may host multiple groups on-site at any one time.
- 6.10. **Exclusive use Groups:**
Exclusive use groups for schools require a minimum number of guests – 100 for accommodation.
Exclusive use (non – school groups) minimum number of guests - 50 for accommodation.
- 6.11. **Noise:** Consideration of noise levels at all times is requested, all noise should cease by 10.30pm and consideration is to be given when multiple groups are onsite.
- 6.12. **Dormitories:** Are to be used for sleeping, resting and study only. No one is to enter the sleeping quarters of another group.

- 6.13. **Beds & Bedding:** Mattresses, blankets and pillows are not to be removed from the bedrooms. Guests are required to bring their own pillowslip, linen or sleeping bag, towels and toiletries. It is the responsibility of the Group to ensure that linen is used. If it is not used additional charges may be levied to cover the laundry of pillows and/or mattresses and blankets. If linen is supplied by Urban Camp and not returned any such costs will be invoiced on departure.
- 6.14. **Lighting/Heating/Cooling:** Please ensure that all lights, heaters, air conditioners and fans are turned off when not required and on departure.
- 6.15. **BBQ's:** No BBQ's may be lit without the permission of Urban Camp staff and then only in designated areas as agreed.
- 6.16. **Fire Fighting Equipment & Alarms:** Extinguishers, fire hoses, sprinkler systems and smoke detectors are vital and are located around the site. They should not be tampered with or removed unless required. There is a minimum charge of \$250 for damage to equipment. If emergency services are called due to inappropriate behavior the Group will be required to pay the call out fees or associated costs. No aerosols are to be used onsite inappropriately.
- 6.17. **Flora & Fauna:** Must not be disturbed so the natural beauty of the property and surroundings can be preserved.
Water: Is a precious resource, please use it carefully.
- 6.18. **Arrival time for Camp**
2pm arrival time and departure is 10am.
Groups wishing to arrive or depart outside of these windows will incur a \$10 per attendee charge.
- 6.19. **Pets:** Are not permitted on the property. Assistance animals are exempt and welcome subject to requisite documentation provided.
- 6.20. **Parking:** Vehicles are to be parked only in areas designated for parking.
- 6.21. **Campfires:** Are not permitted onsite or in the surrounding parklands.
- 6.22. **Breakages & Damage:** Any breakage or damage to property or equipment onsite must be reported immediately to Urban Camp staff and if any breakages or damages incur costs for Urban Camp these costs will be invoiced on departure. In the event the damage was caused by a member of the Group, the Group may be liable for the replacement or repair costs.
- 6.23. **First Aid:** It is the responsibility of the Group Leader to ensure that adequate First Aid expertise and equipment are provided for the Group. Any such incidents must be recorded in the Urban Camp illness and injury register and is the responsibility of the Group Leader to make themselves familiar with this documentation.
- The Hirer must ensure that the Group has at least one member with appropriate first aid training and is present at the site at all times when guests are present. The Hirer must ensure that a suitable emergency vehicle is available at all times to transport any person from the site as required in the case of a medical emergency.
- 6.24. **Emergency Procedures:** Emergency procedures are posted throughout Urban Camp and the Hirer must make all guests aware of the emergency procedures. All calls to emergency services must be reported to the Urban Camp staff member on call.
- 6.25. **Adult Supervision:** Children must be under the supervision of a responsible adult at all times and that it is the organiser's responsibility to ensure all relevant persons attending have a current Working With Children's Check where necessary (see also clause 5.1 above).
- 6.26. **Urban Camp On Call Staff:** During your stay an Urban Camp staff member will be on call for your assistance in an emergency and will attend site as soon as possible. Urban Camp does not have anyone stay onsite overnight and an on-call number and staff member's name will be provided to your Group Leader on arrival for this purpose.

6.27. **Child Safety:** Urban Camp is committed to the safety and wellbeing of all children and young people. This will be the primary focus of our care and decision-making. Urban Camp has zero tolerance for child abuse. Urban Camp is committed to providing a child safe environment where children and young people are safe and feel safe, and their voices are heard about decisions that affect their lives. Particular attention will be paid to the cultural safety of Aboriginal children and children from culturally and/or linguistically diverse backgrounds, as well as the safety of children with a disability. Every person involved with Urban Camp has a responsibility to understand the important and specific role he/she plays individually and collectively to ensure that the wellbeing and safety of all children and young people is at the forefront of all they do and every decision they make.

6.28. **Off-site Activities:** Urban Camp may, if requested, make bookings for the Group for off-site, unaffiliated venues. Where such a booking is made, the Group confirms that Urban Camp has no liability whatsoever in respect of the booking (including but not limited to errors in the booking, amendments to the booking or payments related to the booking). Urban Camp may host off-site activities. The Group acknowledges that, to the extent relevant, the terms of these Conditions apply to the off-site activities.

In order to book activities, final numbers of students and staff must be received in writing by Urban Camp no more than 60 days prior to arrival.

Final numbers received less than 60 in advance of arrival, will incur a programming fee \$500.

7. Catering

7.1. Urban Camp will supply meals as indicated by the Hirer on the catering form which the Hirer will receive as part of their booking information pack after the booking is confirmed. The Hirer must complete and return the catering form to Urban Camp staff no less than 14 days prior to commencement of the Hire Period (unless agreed otherwise) (see also clause 2.4).

7.2. The Hirer must notify Urban Camp staff of any special requirements for catering purposes at least 14 days prior to the commencement of the Hire Period using the "Special Diets" form which is available once the booking is confirmed. The staff at Urban Camp cannot guarantee that special requests will be able to be accommodated after this time.

7.3. The Group Leader must designate a member of the Group to be the 'Special Diets Co-ordinator' who will be responsible for the delivery and supervision of all meals for guests/students who have dietary requirements. The Group Leader will be required to notify Urban Camp staff of the name of the Special Diets Co-ordinator during the Welcome/Check In process. This person is responsible to ensure all dietary procedures are followed and meals have been checked prior to service.

7.4. If any Guest has a life-threatening food allergy, the Hirer must, prior to commencement of the Hire Period:

- a) notify Urban Camp in writing of the name of the Guest and details of the allergy;
- b) nominate the Special Diets Co-ordinator within the Hirer's group to act as a liaison; and
- c) supply Urban Camp with an ASCIA action plan for any such Guest; and
- d) ensure that the Guest has available at all times during the Hire Period an epi-pen or such other life-preserving medical interventions as may be reasonably necessary having regard to the Guest's specific allergy situation.

7.5. Urban Camp will have no liability in respect of the allocation of special dietary meals to the correct individuals and takes no liability if special dietary meals are allocated to the wrong individuals or in the event that a Guest who has a food allergy suffers or incurs any harm as a result of the ingestion of foods which trigger that allergy.

8. Self Catering

8.1. Self-catering can only be carried out by incumbent group and no outside caterers are permitted to cater at camp. If groups require catering they must organise catering through Urban Camp.

Groups wishing to self-cater must seek prior approval from Urban Camp during the booking process.

8.2. Groups must clean up after themselves prior to departure. Urban Camp may apply a cleaning fee of \$50 per hour if the site is not reasonably cleaned prior to departure.

8.3. Urban Camp kitchen is not accessible to self-catered groups.

8.4. Self-catered groups have access to the microwave, mini-refrigerator, toasters, self-serving coffee machine, cutlery, cups, plates and bowls provided by Urban Camp.

9. Termination

9.1. Either party may terminate these Conditions by written notice if the other party does not remedy a default of these Conditions within 14 days after being notified of the default.

9.2. Urban Camp may terminate these Conditions with immediate effect if the Hirer commits a serious breach of these Conditions such that it endangers the health or safety of any person or the environment.

10. Disclaimer

10.1. The Management of Urban Camp, Employees or the Directors shall not be in any way liable, or directly or indirectly held responsible for any injuries, loss or any other damages whether to a person or property, unless as a direct result of criminal or negligent conduct of Urban Camp. Group Leaders shall be responsible to ensure that all persons in the group, their guests and visitors have been made aware of the rules and regulations outlined by Urban Camp and its staff. Urban Camp holds all necessary insurance for public risk and injury as per industry and accreditation requirements, however Groups are advised to hold their own insurance or seek appropriate advice. All school group bookings and other similar group bookings must hold public and product liability insurance for a minimum amount of \$20 million, in addition to any other insurance required by law or regarded as sound commercial practice. Such groups must, upon request, provide satisfactory evidence to Urban Camp of the existence and currency of such insurance policies.

10.2. The Hirer indemnifies and will keep indemnified, Urban Camp against all expenses, losses, damages and costs that Urban Camp may suffer or incur as a result, whether directly or indirectly, of the Group's:

- a) negligence or unlawful conduct;
- b) breach of these Conditions; or
- c) any acts or omissions during their stay onsite.

11. Governing Law

11.1. These Conditions are governed by the laws of the State of Victoria, Australia.