

# Terms and Conditions

## Junior Ranger & Wildlife at Night activities

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### 1. Definitions

Capitalised terms, not specifically defined in these terms and conditions have the meanings set out in the relevant part of the Department's website. The following terms have the following meanings:

- a. Activity means Junior Ranger or Wildlife at Night activities offered by the Centre;
- b. Activity Date means the date the Activity is delivered by the Centre as set out in the Booking Confirmation;
- c. Activity Fee means the fee or charge (inclusive of GST) to participate in the Activity;
- d. Activity Release Form means the Activity Release Form including activity release and film / photo consent to be signed by the Client.
- e. Additional Terms and Conditions means any additional terms and conditions required by the Department under 2(e) and notified to the potential Client by email, within the Booking Itinerary.
- f. Booking Confirmation means all of the details of the booking (including fees and charges, Activity Date) and specific conditions as detailed in the Booking Confirmation and as varied by agreement between the parties from time to time;
- g. Centre means the Gateway Visitor Centres of Walkabout Creek Discovery Centre and David Fleay Wildlife Park, being part of the Department.
- h. Department means the State of Queensland as represented by the Department of Environment and Science;
- i. Client means the individual, group or organisations specified in the booking;
- j. Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative (including guests) of a party.

### 2. General

- a. This document sets out the terms and conditions upon which the Client and the Department contract for the provision of services at the Centre, and (if booking is accepted in accordance with these terms and conditions) forms part of the Booking Confirmation between the parties.
- b. Through submitting a booking the Client acknowledges that they have read, understood and agrees on behalf of the Client to be bound by these terms and conditions.
- c. The Department may in its absolute discretion, place Additional Terms and Conditions (including additional payment terms) as required prior to accepting a booking. If Additional Terms and Conditions are required, then the Client will be advised of this by the Department and the potential Client must confirm that they agree to these Additional Terms and Conditions and wish to proceed with the booking prior to the Department accepting a booking and requesting payment of the activity fees.
- d. The Client consents to abide by the Conditions of Entry at the Centre as published from time to time and in force at the Activity Date.
- e. Any variation to the Booking Confirmation is at the absolute discretion of the Department and must be recorded in writing by the parties.
- f. Smoking is not permitted within the Centre (including all buildings and grounds).
- g. The Booking is governed by the laws of Queensland. If any part of the Booking Confirmation is determined to be invalid, unlawful or unenforceable wholly or to any lesser extent, such terms or conditions shall be severed from the remaining part of the Booking Confirmation.

### 3. Booking process

- a. The department may use an online ticket service to manage registrations for the Activity
- b. The submission of a booking does not guarantee the Department will accept the booking.
- c. If a booking is made on behalf of an organisation, the booking enquiry must be completed by a person who has the authority to legally bind the organisation as the Client.
- d. A person must be at least eighteen (18) years of age to make a booking.
- e. A contact person must be nominated by the Client at the time of making a booking enquiry.
- f. Once the Client has made full payment of the Activity Fee, a Booking Confirmation will be emailed to the Client.
- g. If payment of the Activity Fee is not received at the time of making a booking, the booking will lapse.
- h. Through making payment of the Activity Fee, the Client acknowledges that they have read, understood and agrees on behalf of the Client to be bound by these terms and conditions and the terms of the Booking.

### 4. Fees and charges

#### 4.1 Payments

- a. The Activity Fee is subject to an annual indexation rate increase on 1 July each year as advised or published by Queensland Treasury and Trade.
- b. Payment of the full Activity Fee can be made by the online ticketing portal.
- c. The Department may, at its absolute discretion, place additional payment terms on a booking in accordance with clause 2(e) above.

#### 4.2 GST

- a. All prices are inclusive of GST unless otherwise stated.

### 5. Junior Ranger and Wildlife at Night activity specific terms and conditions

These terms and conditions apply to the Junior Ranger and Wildlife at Night activities, and where there is an inconsistency with the terms outlined in 2 - 4 above, these provisions will prevail in relation to this specific Activity.

#### 5.1 General

- a. Full payment is required to confirm a place in the Activity.
- b. Once full payment has been made, no refunds are given if booking is cancelled by the Client at any time.
- c. An Activity Release Form is to be completed and signed by the Client for each participant prior to the commencement of the Activity.
- d. The Department may, at its absolute discretion, approve a transfer to an alternative Activity on an alternative date. If a transfer is approved, the payment collected under 7.3.1(b) will be applied to the alternate date, and the Booking Confirmation will apply to the alternate Activity, any additional cost for the alternate Activity must be paid to the Department.
- e. Activities are subject to change due to availability of facilities, wildlife, inclement weather and any other unforeseen circumstances.
- f. Minors must remain under parental or guardian supervision outside of published Activity times.
- g. Due to the behind the scenes nature of Junior Ranger activities, parents, guardians, friends, family or other persons are unable to join the participants as observers. Participants must have suitable clothing including a hat, comfortable fitting and warm clothing as necessary and enclosed footwear.

## 5.2 Drop off and/or Collection

- a. All minors participating in the Activity must be dropped off and signed in at the Centre by a parent or guardian, no more than 15 minutes prior to the Activity start time.
- b. All minors participating in the Activity must be collected and signed out of the Centre by a parent or guardian, within 15 minutes of activity end time.
- c. The person signing a minor in must nominate on the Activity Release Form, the person able to collect the minor from the Centre at the end of the Activity and in the case of an emergency. Minors will only be released to the person(s) as noted on the Sign in Sheet after verification of photo ID.
- d. Under no circumstances can a minor sign themselves in or out of the Centre.
- e. Activity hours (as specified on the Booking Confirmation for the booking made, or otherwise advised by the Department) will be strictly adhered to. In the instance that a minor is not collected on time, the Department, at its absolute discretion may charge a late fee of \$10 for every fifteen (15) minutes (or part thereof) that the minor remains at the Centre after the end of the Activity time.

## 5.3 Age Limitations

- a. Age restrictions apply to all activities. No children under the age of five years may participate in Junior Ranger Activities. No children under the age of 6 years old may participate in the 'Wildlife at Night' activity.
- b. Junior Ranger 'Mangrove Explorers' activity participants must be 8 years or older.

## 6. Disclaimer

The Client's participants have voluntarily chosen to participate in the Activity. The Client and their Representatives and participants understand it may involve physical activity of a strenuous nature and close contact with captive animals, and that there are inherent risks in all aspects of physical activity and captive animals, including injury and death. The Client, its Representatives and the participants knowingly assume all of the inherent risks of the Activity. On behalf of the participant, the Client waives any and all claims the participant or the Client may have against the Department and its Representatives.

## 7. Release

To the full extent permitted by law, the Client releases and discharges the Department and its Representatives from any and all liability for loss, claims, demand, damage, injury or expense, that the Client, their representatives, participants and invitees suffer as a result of participation in the Activity and/or attendance at the Centre, due to any cause whatsoever, including negligence.

## 8. Medication, Illness and Individual Needs

The Department reserves the right to apply additional conditions to bookings where participants have specific medical or individual needs and where in its opinion, this may impact on a person's safe participation in the Activity. The Department also reserves the right not to accept a booking in this situation. By booking, the Client warrants that the participants are in good health and proper physical condition to safely participate in the Activity and have no known physical or mental conditions that would adversely affect the participant's ability to safely participate in the Activity. The Client gives the Department and the staff leading the Activity permission to seek emergency medical services for the participant should he or she become ill or injured, and agrees to pay the costs of those services.

## 9. Liability

- a. To the extent permitted by law, the Department:
  - i. will not be liable for any losses, damages, liability, claims, expenses (including for negligence and whether direct, indirect or consequential) arising in connection with the use of the Centre or the booking; and
  - ii. makes no warranty or representation as to the fitness or suitability of the Centre and its facilities.
- b. The Client will be responsible for the cost of any actions taken by the Client, its Representatives or guests causing any loss, breakages of or damage to the Centre.

## 10. Use of information

The Client consents to and authorises the Department to collect, use and disclose its personal information for the purpose of administering the booking and providing any services associated with the booking. The Department will not provide or disclose the information provided to the Department to any person outside the Department without the Client's prior written consent unless required or permitted by law or other government policy.

## 11. Interpretation

In the Booking terms and conditions:

- a. headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- b. a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- c. a reference to a document (including these terms and conditions) is to that document as varied, novated, ratified or replaced from time to time;
- d. a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, reenactments and replacements;
- e. includes in any form is not a word of limitation; and
- f. a reference to \$ or dollar is to Australian currency.