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Cottermouth – Terms and Conditions of Use

The Terms and Conditions outlined herein form the contractual agreement between the Hirer and Cottermouth, governing all aspects of bookings and stays at Cottermouth facilities. By confirming a booking, the Hirer explicitly acknowledges acceptance of these terms, thereby committing to comply with all regulations and obligations set forth within this document. These terms encompass various aspects, including booking confirmation procedures, payment requirements, cancellation policies, responsibilities of the Hirer, liability provisions, and more. It is imperative for the Hirer to thoroughly review and understand these terms before confirming a booking, as adherence to these conditions is mandatory for all parties involved.

1. Definitions

- 1.1. **Camp Cottermouth:** Hereafter referred to as “Cottermouth” means The Scout Association of Australia Australian Capital Territory Branch Incorporated, a legal entity registered with the Australian Business Number (ABN) 95 108 207 854.
- 1.2. **Hirer:** Hirer refers to the contracting entity or individual who agrees to abide by the Terms and Conditions outlined in the document. The Hirer assumes responsibility for making bookings, adhering to regulations, and fulfilling obligations as outlined herein.
- 1.3. **Charges:** Charges encompass all monetary obligations imposed upon the Hirer by Cottermouth for the duration of the booking period. These charges include, but are not limited to, fees for accommodation, catering, activities, and any other services provided by Cottermouth during the Hirer's stay.
- 1.4. **Booking:** Booking refers to the reservation made with Cottermouth for accommodation and/or any other services or items. It constitutes an agreement between the Hirer and Cottermouth, subject to the terms and conditions outlined herein.

2. Booking Confirmation Process

- 2.1. Booking requests shall be initiated via the online enquiry form accessible on the Cottermouth website: <https://www.campcottermouth.com.au/contact/>.
- 2.2. At the time of booking, the Hirer must provide expected minimum numbers, along with an estimated gender breakdown if cabin accommodation is requested, to facilitate cabin allocation.
- 2.3. The Hirer shall receive a booking confirmation form via email, comprising a quote, booking deposit invoice, and a hyperlink to an online confirmation.
- 2.4. The booking shall be confirmed upon completion of the online confirmation and receipt of payment for the Booking Deposit Invoice (refer to Section 3.1). By accepting the online confirmation, the Hirer acknowledges agreement to these Terms and Conditions.
- 2.5. Cottermouth reserves the right to release the reserved space for resale if the online confirmation and full payment of the booking deposit are not received within fourteen (14) days of issuing the booking confirmation form.
- 2.6. When the booking is made by a representative of the Hirer, said representative warrants authority to act on behalf of the Hirer and undertakes to inform the Hirer of these terms and conditions, privacy policy, and all other relevant details concerning the booking.

- 2.7. The Hirer acknowledges that accommodating additional guests post-confirmation may not be feasible.
- 2.8. For bookings made less than thirty (30) days prior to scheduled arrival, full payment is mandatory and non-refundable or transferable, subject to Cottermouth's discretion to agree to a request for transfer to a new date.

3. Payments

- 3.1. Booking Deposit Invoice: The Hirer shall be issued a Booking Deposit Invoice, amounting to twenty-five percent (25%) of the quoted amount provided during the enquiry stage. Payment of this invoice is due within fourteen (14) days from the invoice date.
- 3.2. Minimum Numbers Invoice: The Hirer shall receive an invoice for the final minimum numbers, deducting the booking deposit, thirty (30) days before arrival. Payment of this invoice is due within fourteen (14) days from the invoice date. Check-in will not be permitted if the Final Minimum Numbers invoice remains unpaid.
- 3.3. Final Invoice: Any Charges incurred post the issuance of the Minimum Numbers Invoice shall be documented on a final invoice presented upon departure. Payment for this invoice is to be made within fourteen (14) days of the invoice date.
- 3.4. All payments shall be remitted via direct deposit to the bank account specified on the relevant invoice provided by Cottermouth.

4. Cancellations, Refunds, and Alterations

- 4.1. All requests for cancellation, date modifications, or alterations to booking details must be submitted in writing and are subject to written confirmation by Cottermouth.
- 4.2. Booking Deposits are fully refundable in the event of cancellation or date changes occurring within fourteen (14) days of payment or more than sixty (60) days before the scheduled arrival date.
- 4.3. If cancellation or date changes occur within sixty (60) days but exceed thirty (30) days prior to the scheduled arrival, fifty percent (50%) of the booking deposit is refundable.
- 4.4. Cancellations or date changes made less than thirty (30) days before the scheduled arrival date render the booking deposit non-refundable, with the Hirer liable for one hundred percent (100%) of the total outstanding charges as quoted, unless otherwise agreed by Cottermouth.
- 4.5. Cottermouth reserves the right to cancel any bookings, providing written notice at any time. In the event of such cancellation, the Hirer shall receive a full refund of any monies paid up to that point in time.
- 4.6. No refunds shall be granted for unused portions of the Hirer's booking, including no-shows, early departures, or cancellations.
- 4.7. Full transfer/credit, refund, or alternative considerations shall be provided in the occurrence of unforeseen events beyond the control of the Hirer and/or Cottermouth, including but not limited to site closure, dangerous weather conditions, declared emergencies and epidemics, and government/travel restrictions.

5. Minimum Numbers, Cabin Allocation, and Final Numbers

- 5.1. Unless facilities are exclusively booked, groups should anticipate sharing with other Hirers.
- 5.2. Cabins are allocated by Cottermouth based on group size and gender split requirements. Where a group requests a cabin at less than 50% occupancy (for example, 6 guests in a 14-sleeper cabin), a surcharge may apply.
- 5.3. Surcharges apply for single occupancy of cabins in block 9 post allocation of gender splits.
- 5.4. The Hirer must provide Cottermouth with cabin allocations, final numbers, and itineraries in writing at least thirty (30) days before arrival which shall constitute the minimum number for which charges apply. Any subsequent reduction in numbers shall not alter the minimum invoiced amount.

6. Meals and Catering

- 6.1. Cottermouth endeavors to accommodate special dietary requirements notified thirty (30) days prior to arrival, subject to surcharge where applicable.
- 6.2. Preferred meal timings should be specified upon booking confirmation. While efforts will be made to accommodate requests, specific meal timings cannot be guaranteed, with potential surcharges applicable for early morning or late evening mealtimes.
- 6.3. Self-catering in the Shakespeare Centre commercial kitchen is prohibited.

7. Responsibilities of the Hirer

- 7.1. The Hirer shall ensure compliance by all members of the Hirer's party with these Terms and Conditions, acknowledging that any breach by the party constitutes a breach by the Hirer.
- 7.2. Cottermouth reserves the right to deny camp entry if it is determined that the Hirer or any member of the party poses a risk to the health or safety of staff or other guests, or for any other reason deemed appropriate by Cottermouth.
- 7.3. Cottermouth staff possess authority to take necessary actions to maintain safety, well-being, and proper conduct on-site, including but not limited to enforcing rules, guidelines, and speed restrictions.
- 7.4. The Hirer and their party must adhere to Cottermouth rules, obey signed speed restrictions, prioritize safety, and securely store possessions.
- 7.5. The Hirer must ensure minors in their party (under eighteen (18) years old) are always accompanied and supervised by a parent or guardian, acknowledging the presence of third parties on-site and assuming responsibility for minors' safety and welfare.
- 7.6. Smoking of any kind including vaping is prohibited within Cottermouth facilities, with a \$500 cleaning fee imposed for smoking indoors, if detected.
- 7.7. Alcohol consumption at Cottermouth requires prior written approval.
- 7.8. The Hirer and their party must respect the comfort of others, refrain from disruptive behaviour, adhere to quiet hours (10pm-7am), and may face eviction without refund for unruly conduct.
- 7.9. Recreational activities are undertaken at participants' own risk, with the Hirer responsible for supervising minors and ensuring safety compliance.
- 7.10. The Hirer agrees to maintain the hired property's good repair and condition, compensating Cottermouth for any damage or loss incurred during the hire period.
- 7.11. Cottermouth assumes no responsibility for theft, loss, or damage to personal property, with lost items retained for one week before donation to charity.
- 7.12. Fires are permitted only in designated areas and outside of fire ban seasons.
- 7.13. Photography or videography may be conducted by Cottermouth for marketing purposes, with the option to decline.
- 7.14. Additional costs incurred by Cottermouth due to unforeseen emergencies such as ambulance, fire, or medical may be invoiced to the Hirer.
- 7.15. The Hirer is responsible for immediate first aid and is recommended to supply their own first aid kit and appoint a First Aid Officer.
- 7.16. The name and contact details must be provided for the Hirer's main point of contact that will be at Cottermouth during the Booking.

8. Liability

- 8.1. Cottermouth, its agents, employees, and volunteers disclaim liability for any loss, damage, injury, or illness incurred by any person using or hiring the facilities.
- 8.2. Tampering or misuse of fire safety equipment may result in additional charges.
- 8.3. The Hirer is liable for any loss or damage to Cottermouth property caused by themselves or their party.