

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 guided tours of its Nangak Tamboree Wildlife Sanctuary (**NTWS**) as described on LTU's website (available at: <https://www.latrobe.edu.au/wildlife/visit/tours>) (each a **Tour**).
- 1.2 To apply to attend a Tour, applicants must complete a Tour Booking Form on Humanitix (accessible at: <https://events.humanitix.com/host/nangak-tamboree-wildlife-sanctuary>) (**Booking Form**).
- 1.3 By submitting a Booking Form and paying the corresponding fee (**fee**) through Humanitix (if any), you (**You** or **Your**) agree to these clauses 1 to 10.
- 1.4 We are not obligated to accept your Booking Form until you have paid the fee (if applicable). We will provide you email confirmation once we have received the fee or otherwise accept your Booking Form.
- 1.5 Upon LTU's confirmation that we have accepted your Booking Form:
- Your 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 Tour (**Contract**); and
 - LTU agrees to provide You the Tour in accordance with the Contract.
- 1.6 The Contract continues until the time the Tour is finished.
- 1.7 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 these Rules at all times when using those facilities or services.
- 1.8 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.

2 TOUR*Tour*

- 2.1 The Tour takes place on the date specified in your Booking Form (**Booking Date**). The Tour commences at the start time specified in the Booking Form (**Start Date**) and continues until the end time specified in the Booking Form (**Departure Time**).
- 2.2 LTU will provide You services and access to facilities as part of the Tour as set out in the Booking Form.
- 2.3 Please notify us of Your accessibility needs (if any) prior to the Booking Date by emailing: wildlife@latrobe.edu.au.
- 2.4 You must no later than the Departure Time or earlier termination of this Contract vacate NTWS. 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 ADDITIONAL CHARGES

- 3.1 You may be required to pay LTU amounts in addition to the fees for any:
- additional goods and/or services provided to you (other than those specified in the Booking Form); 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.

GST

- 3.2 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 Tour, you must notify LTU in writing by emailing wildlife@latrobe.edu.au. Where You cancel Your Tour:
- 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 Tour (which for the avoidance of doubt excludes any booking fees charged by Humanitix that are non-refundable in accordance with its Attendee Terms of Use); or
 - after 5:00 PM (in the time of Victoria, Australia) on the second business day prior to the Booking Date, You are not entitled to a refund of your fee due to the loss of Tour bookings LTU may incur as a result of such cancellation.

LTU changes/cancellation

- 4.2 In the event of unforeseen circumstances or circumstances beyond the control of LTU that adversely impact Your Tour, LTU will, acting reasonably and in consultation with You:
- change any of the Booking Date, Start Time or Departure Time, or the Tour as 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 Tour, 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 Tour (which for the avoidance of doubt excludes any booking fees charged by Humanitix that are non-refundable in accordance with its Attendee Terms of Use).

Survival

- 4.3 Clauses 2.4, 3.1, 4.1(b), 5.4, 6, 7.1, 7.2, 8, 9, 10.1(c), 10.3 and this clause survive the termination or expiration of this Contract.

5 EQUIPMENT*LTU equipment*

- 5.1 LTU may make equipment belonging to or in control of LTU available to You in connection with the Tour. You acknowledge that LTU is the owner of such equipment and You must use it in a proper, safe and prudent manner and only for its intended purpose and within the capacity for which it was designed.

Your property

- 5.2 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.

- 5.3 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.
- 5.4 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; and/or
 - supervise the Tour.
- 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 Tour, 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 You 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:
- use any torches on a 'Twilight' Tour
 - conduct photography or videography of any kind other than within NTWS
 - damage the LTU's facilities, equipment, or any other LTU property, premises or land
 - consume alcohol at or bring alcohol onto LTU premises unless otherwise agreed by LTU in writing
 - interfere with the fauna or flora of LTU
 - bring or permit to be brought onto LTU any balloons
 - permit animals other than assistance dogs to be in NTWS or its environs without prior written consent of the LTU; and
 - 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 Tour 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 Tour 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 While every attempt is made by LTU to ensure the Tour is safe, You acknowledge that there may be physical risks involved with undertaking exercise and You agree to accept those risks in participating in the Tour. This does not excuse LTU from its negligence.
- 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.
- 9.3 Without limiting clauses 9.1 and 9.2, LTU does not accept any responsibility or liability to You in connection with your use of Humanitix for Tour purposes, including in respect of any unavailability of Humanitix. To the extent permitted by law, LTU disclaims all liability to You in connection with Your use of Humanitix.
- 10 GENERAL**
- 10.1 This Contract:
- constitutes the entire agreement between You and LTU in connection with the Tour
 - may only be varied by the further written agreement of You and LTU or otherwise in accordance with clause 4.2; and
 - 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 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.