

TERMS AND CONDITIONS FOR VISITORS TO 'BERAWINNIA'

This agreement is made between Hunter Gatherings (SA) Pty Ltd and ACN 627709335 of 15 Gething Crs, Bowden SA 5007 (referred to as Hunter Gatherings) and Participant (anyone attending Berawinnia)

1. Agreement to Abide by Terms and Conditions

- a. I acknowledge and agree that by visiting Berawinnia and participating in an Activity, I accept the following Terms and Conditions (“**Terms**”) and agree to be bound by them.
- b. I agree that I have read and agree to abide by policies of Berawinnia as made available to me on Hunter Gatherings website, via Google Drive or emailed to me prior to my participation in the Activity and acknowledge that those policies are incorporated into the Terms. I acknowledge that failure to abide by the Policies constitutes a breach of these Terms and may result in my Registration being cancelled.
- c. Where I have registered a child under the age of 18 years to participate in an Activity at Berawinnia, I acknowledge that I have read, accept and agree to these Terms and Conditions as the child’s parent or legal guardian and reference to “I”, “my” or “Participant” will include references to the child.

2. Attendance at Berawinnia

a. Induction

- a.i. All Participants will be emailed an induction kit prior to their visit. A brief review of materials will be conducted on arrival, and any risks, especially seasonal risks (eg flowing water in the creek), will be highlighted.

b. Prevailing Conditions

- b.i. Activities at Berawinnia are predominantly conducted outside and in the natural environment. From time to time, Activities will be affected by weather and associated conditions. The safety of participants is paramount to us. In case of thunderstorm or other extreme weather events, Activities may be cancelled. If in doubt, contact the workshop organiser.
- b.ii. In the event of a thunderstorm or extreme weather event whilst at Berawinnia, everyone should take shelter in the Pavilion or Hunter's Lodge (See Berawinnia Weather Policy).

c. Risks

- c.i. Participation in Activities at Berawinnia may involve risks of harm or injury to participants including, but not limited to, animal or insect bite, equipment failure, weather conditions and accidents and such risks may result in my/our being personally injured or my/our property being damaged.
- c.ii. I have voluntarily read and understood this warning and accept and assume the inherent risks associated with participation in Activities at Berawinnia.

d. Personal Property

- d.i. I acknowledge and agree that Hunter Gatherings (SA) Pty Ltd is not responsible and will not be held liable for any theft or damage to my personal property at the venue prior to, during or after the Activity.

3. Fees and charges

- a. I agree to pay all Fees payable prior to any Berawinnia Activity.
- b. I acknowledge that failure to pay (or if the payment fails to be honoured for whatever reason) may result in my Registration being cancelled and that I may not be able to enter or participate in the Berawinnia Activity.
- c. Where I need to cancel my Registration in the Berawinnia Activity, I agree to contact Hunter Gatherings (SA) as soon as possible. Hunter Gatherings may choose to refund the Fees in its absolute discretion (but is not required to under this clause). Hunter Gatherings will make every effort to transfer the Registration to another Activity if available.
- d. Payment of the Fees after my attendance at a Berawinnia Activity are strictly non-refundable.

4. Consents

- a. I consent to being photographed and/or filmed during my participation in Activities at Berawinnia and any resulting images, together with my first name, being used by Hunter Gatherings in connection with the Activities, including for:
 - a.i. use in connection with a Berawinnia Activity or programming;
 - a.ii. recording dietary or allergy information or for other health or wellbeing purposes;
 - a.iii. training purposes,
 - a.iv. where your specific consent has been provided, use for marketing or promotional purposes, including social media.
- b. Hunter Gatherings will not use any of your personal information for any other purpose except as provided above. You can withdraw this consent at any time by contacting Hunter Gatherings on huntergatherings1@gmail.com. Please refer to our privacy policy made available to me on [Hunter Gatherings website](#), via [Google Drive](#) or emailed to me prior to my participation for further information about how we collect, use and store personal information.
- c. I acknowledge and consent to Hunter Gatherings providing any information to any party which may be required to be provided under any law.

5. Medical Condition and First Aid:

- a. If I am feeling sick before the Activity at Berawinnia, I will inform Hunter Gatherings that I will not be able to participate. Hunter Gatherings agrees that if it has received reasonable notice of my non-attendance, Hunter Gatherings will use its best efforts to enrol me in the next scheduled Activity at no further cost to me.
- b. I acknowledge and agree that I have a duty to disclose any medical conditions that may affect my ability to participate in an Activity, prior to the Activity commencing. If I suffer a medical condition during an Activity, I will immediately inform the supervisor who will act in accordance with the Berawinnia Health and Safety Policy.
- c. In the event of an emergency, I authorise and consent to Hunter Gatherings administering first aid and calling an ambulance. My emergency contact will also be notified.

6. Liability

- a. Hunter Gatherings excludes all implied conditions and warranties from these Terms and Conditions except any condition or warranty (such as conditions and

warranties implied by legislation) which cannot, by law, be excluded. Hunter Gatherings' liability in respect of an Activity is limited to:

- a.i. supplying of the Activity again; or
- a.ii. payment of the cost of having the Activity supplied again.
- b. I acknowledge that, to the maximum extent permitted by law, Hunter Gatherings excludes all liability for any costs, expenses, losses and damages suffered by me, whether that liability arises in contract, tort (including by Hunter Gatherings' negligence) or under statute in connection with its provision of the Services. Without limitation, Hunter Gatherings will in no circumstances be liable for any special, indirect or consequential losses, including (but not limited to) loss of profits, loss of revenue and loss of business opportunity.

7. Release and Indemnity

- a. I release and keep Hunter Gatherings and Jacqui Hunter forever released from any loss or liability (whether present, future or contingent) I, or a third party representing me may incur from registering or participating in a Berawinnia Activity.
- b. I agree to assume sole responsibility for my participation during a Berawinnia Activity and agree to indemnify and keep indemnified Hunter Gatherings, its employees, contractors and agents, and Jacqui Hunter and her representatives, heirs, executors and permitted assigns, from and against all liability, losses, actions, claims, demands, proceedings, awards, settlements, compensation, damages, costs and expenses, directly or indirectly arising from or relating to:
 - b.i. my participation in a Berawinnia Activity including (but not limited to) injury suffered or loss or damage to personal property;
 - b.ii. failure to observe Berawinnia policies, safety precautions, reasonable directions or instructions;
 - b.iii. my failure to read these Terms and Conditions;
 - b.iv. A breach by me of my obligations under these Terms, or
 - b.v. Any wilful, unlawful or negligent act or omission by me or a third party representing me.
- c. My liability under clause 7.a. will be reduced proportionately to the extent that any negligent act or omission of Hunter Gatherings or its personnel contributed to the relevant loss or liability.

8. Privacy

- a. I acknowledge that Hunter Gatherings:
 - a.i. collects personal information in relation to provision of the Services and for invoicing; and
 - a.ii. may disclose this personal information to its associated companies, to credit reporting agencies and other third parties such as debt collection agencies as required.
- b. I confirm that I am aware of Berawinnia Privacy Policy which is accessible made available to me on **Hunter Gatherings website**, via **Google Drive** or emailed to me prior to my participation
- c. Credit card information is collected by Eventbrite. Berawinnia cannot view or keep a record of any financial information.

9. Amendment of Terms and Conditions

- a. Hunter Gatherings constantly reviews these Terms and Conditions to ensure that they remain relevant to the Activities conducted at Berawinnia. Hunter Gatherings may change these Terms and Conditions and will notify you via email if these changes affect the Activity which you are registered in. All updates to the Terms and Conditions will also be available on [Hunter Gatherings website, Google Drive](#). If changes to the Terms and Conditions would reasonably be expected to be material to you, you will be given 14 days before such changes apply.
- b. The Fees for the Berawinnia Activities may be changed by Hunter Gatherings at any time. Hunter Gatherings will notify you via email if these changes affect the Activity which you are registered in. [All updates to the Fees for the Berawinnia Activities will also be available on Google Drive \[insert link\]](#). Any changes to the Fees will come into effect 7 days after posting or such date as posted on the [Hunter Gatherings website or Google Drive \[link\]](#).
- c. Any notifications required by these terms and conditions can be provided to the Participant by email.
- d. Any notification will be taken to have been delivered by Hunter Gatherings at the time the notification is emailed to the Participant.

10. General

- a. The website and our Activities set out in these Terms and Conditions are offered by Hunter Gatherings of 15 Gething Crs, Bowden SA 5007.
- b. The validity and interpretation of these Terms and Conditions will be governed by the law of the State of South Australia. The parties submit to the exclusive jurisdiction of the Courts in the State of South Australia in respect to any dispute that arises in connection with the Terms and Conditions.
- c. If any provisions of the Terms and Conditions are invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to the invalid, void or unenforceable provision are and will continue to be of full force and effect.
- d. Headings in these Terms and Conditions are for convenience only and do not affect its interpretation or construction.
- e. In these Terms and Conditions, unless the context otherwise requires: -
 - e.i. the singular includes the plural and vice versa;
 - e.ii. the word person means natural person and any association, body or entity.
- f. A reference to currency is a reference to Australian Dollars.

11. Glossary

- a. **Activity** means an activity taking place at Berawinnia including (but not limited to) story telling, bush crafting or other activity where the participants connect with nature and the land and **Activities** has a corresponding meaning.
- b. **Berawinnia** means the land situated at 349 McMurtrie Rd, McLaren Vale where the Activities are held.
- c. **Fees** means a non-refundable fee payable to Hunter Gatherings upon acceptance of a Registration in a Berawinnia Activity, including any transaction fees that may be charged by Eventbrite or merchant facility, banking fees such as dishonour fees and any other fees or charges for services or goods, less any discounts, which are published by Hunter Gatherings from time to time.
- d. **Participant** means the person applying for participation in the Activity and who's Registration has been accepted;

- e. **Registration** means the Participant's registration form as completed and submitted via Eventbrite OR the website (as applicable).
- f. **Registration Confirmation** means the correspondence sent to a Participant by Berawinnia via Eventbrite, confirming the date the Participant is booked to attend an Activity and any other terms and conditions that may be applicable to the participation in that Activity.
- g. **Registration Form** means the Berawinnia standard registration form completed in relation to my Registration in a Berawinnia Activity [via Eventbrite or the website?].
- h. **Services** means services in relation to the education, understanding, care and connection of people to the land and related services provided by Berawinnia through the Berawinnia Activities.

I agree to assume sole responsibility for myself, my child (if applicable) and my belongings during Activities at Berawinnia.

SIGNED _____ DATE _____

*Activities at Berawinnia, include but are not limited to: workshops, gatherings, Bush Playgroup.