



SCHOOL WALKING TOUR TERMS

PLEASE READ THESE WALKING TOUR TERMS CAREFULLY BEFORE REGISTERING YOUR SCHOOL TO PARTICIPATE IN THE WALKING TOUR. BY REGISTERING YOUR SCHOOL TO PARTICIPATE IN THE WALKING TOUR YOU AGREE TO BE BOUND BY THESE WALKING TOUR TERMS ON BEHALF OF YOUR SCHOOL. IF YOUR SCHOOL DOES NOT AGREE TO THESE WALKING TOUR TERMS THEN YOU MUST NOT REGISTER YOUR SCHOOL TO PARTICIPATE IN THE WALKING TOUR.

1. About this Walking Tour

Schools in Action Pty Ltd ABN 32 646 332 514 (“we”, “us” or “our”) is responsible for organising School Walking Tours (“Tour”) for school students. When participating in or attending the Tour your school must at all times comply with these tour terms (“Tour Terms”), any directions given by us and all applicable laws. In these Tour Terms, a reference to the Tour includes all activities relating to the holding or conducting of the Tour.

2. Legally binding

These Tour Terms constitute a legally binding agreement between your school and us which applies to all matters arising out of, or in connection with, the Tour. By registering your school to participate in the Tour you agree to be bound by these Tour Terms on behalf of your school and you warrant that you have full legal authority to do so. If your school does not agree to be bound by these Tour Terms then you must not register your school to participate in the Tour. In these Tour Terms, a reference to “you” includes your school unless the contrary intention appears.

3. Tour Terms

These Tour Terms include the [School Walking Tour Regulations](#) (“Tour Regulations”), Schools in Action [Code of Conduct – School Walking Tours](#) (“SIA Code of Conduct”) and all other terms and conditions and policies applicable to the Tour which appear on this website www.schoolsinaction.com.au (“Website”). In the event of a conflict between the provisions of these Tour Terms and any such other terms and conditions or policies then these Tour Terms will prevail to the extent of the inconsistency unless otherwise expressly stated. In these Tour Terms, the meaning of general words is not limited by specific examples introduced by including, for example, or similar expressions.

4. Tour Regulations and SIA Code of Conduct

You must at all times comply with and ensure that all of your students, teachers, officers, employees, contractors and agents participating in or attending the Tour comply with the Tour Regulations and SIA Code of Conduct.

5. Tour registration

Registration requirement

You must use the registration platform supplied by us to register to participate in the Tour. You agree that all information that you provide to us for the purpose of registering to participate in the Tour will be accurate, complete and current.

Registration refusal

We reserve the right in our sole discretion to refuse to register you to participate in the Tour for any reason including, without limitation, if you provide us with any information which is not accurate, complete and current.

Registrant information

Whilst you remain registered to participate in the Tour you agree to maintain the accuracy, completeness and currency of all information that you provide to us for the purposes of the Tour. We are not responsible for any loss or damage that you suffer as a result of us relying upon any such information which is not accurate, complete and current.

Registration withdrawal

You may withdraw your registration for the Tour at any time by notifying us acknowledging that you will not be entitled to a refund of any fees or charges paid for the Tour unless otherwise expressly stated below. We may cancel your registration to participate in the Tour if you breach these Tour Terms.

6. Tour changes

We reserve the right in our sole discretion to make any changes to the Tour that we determine to be necessary or appropriate for the purpose of holding or conducting the Tour including, without limitation, changes to the timing and venue for holding or conducting the Tour. We will provide you with notice of any changes to the Tour as soon as reasonably practicable. We

will not be responsible for any travel, accommodation or other costs that you or your students, teachers, officers, employees, contractors or agents incur as a result of any changes to the Tour.

7. Tour participation and attendance

You are responsible for ensuring that all of your students, teachers, officers, employees, contractors and agents at all times comply with the Tour Regulations and any direction given by us in relation to their participation in or attendance at the Tour. We reserve the right in our sole discretion to refuse to allow any person to participate in or attend the Tour where the person does not comply with the Tour Regulations or any direction given by us in relation to their participation in or attendance at the Tour.

8. Tour cancellation

We reserve the right to cancel the Tour by giving you a cancellation notice where: (i) we determine in our sole discretion that there will not be a sufficient number of students registered to participate in the Tour; (ii) we are unable to hold or conduct the Tour due circumstances beyond our reasonable control including, without limitation, acts of God, natural disasters, weather events, fires, epidemics, pandemics, third party supplier failure, acts or orders of government, acts of war, terrorism, embargoes, insurrection, strikes, labour disputes and riots or other acts of civil disorder; or (iii) we determine in our sole discretion that it is necessary to cancel the Tour for any reason.

9. Tour fees and charges

You agree to pay us all fees and charges that apply to the Tour which are specified below. All such fees and charges will be shown in Australian dollars and include any applicable goods and services tax unless otherwise specified. All fees and charges which you pay to us for the Tour will be non-refundable unless otherwise stated below. Non-payment of fees may result in withdrawal from the tour.

Invoices

Invoices will be issued to schools that Schools in Action can host a Tour and are payable as per the following schedule.

Deposit

Upon registration, schools will be issued a Tax Invoice for a deposit of 10 (ten) % (excluding GST). The deposit is payable within fourteen (14) days of the invoice date. Registering a school does not confirm participation on a Tour. Registrations are not considered finalised until payment of deposit has been made.

Balance of Fees

An invoice for the balance of fees will be Issued one month prior to the date of the Tour. This invoice is payable within fourteen (14) days of the invoice date.

10. Withdrawal from Tour

Any school withdrawing within fourteen days of the beginning of the tour will forfeit all their fees.

Any school who withdraws before fourteen days to the beginning of the tour and after payment of any invoices will forfeit half of the fee.

Any school who withdraws after payment of the deposit but before payment of their balance of fees invoice will forfeit the deposit.

Where schools can provide evidence that they have been prevented from participating due to circumstances beyond their control, there will be no forfeit of entry fees paid by the school.

11. Personal information handling

By providing us with personal information about your students, teachers, officers, employees, contractors or agents you warrant that you have: (i) obtained the person's consent to us collecting, holding, using and disclosing their personal information in accordance with our Tour Regulations and [Privacy Policy](#); and (ii) notified the person of the details required by all applicable privacy laws.

12. Disclaimer

You agree that you and your students, teachers, officers, employees, contractors and agents participate in and attend the Tour solely at your and their own risk respectively. To the fullest extent permitted by law, we are not responsible for any personal injury (including illness and death), property loss or damage or any other injury, loss or damage suffered by you or your

students, teachers, officers, employees, contractors or agents participating in or attending the Tour.

13. Insurance

You are responsible for ensuring that you and your students, teachers, officers, employees, contractors and agents are insured against risks arising out of, or in connection with, their participation in or attendance at the Tour in accordance with any insurance requirements. You agree to promptly provide us upon request with evidence of such insurance.

Schools must ensure that ambulance insurance is in place. You are responsible for ensuring that the cost of any ambulances required for your students, teachers, officers, employees, contractors and agents is covered.

14. First Aid

Schools must provide their own First Aid official(s). Schools in Action is not responsible for providing first aid services.

15. Risk and liability waiver

You agree to obtain at least seven (7) days prior to the commencement of the Tour a risk and liability waiver completed on behalf of each of your students, teachers, officers, employees, contractors and agents participating in or attending the Tour in accordance with any risk and liability waiver requirements specified in the Tour Regulations. You agree to promptly provide us upon request with a copy of each such completed risk and liability waiver.

16. Implied terms

To the fullest extent permitted by law, we expressly exclude any condition, representation or warranty which would otherwise be implied, whether by law or otherwise, in these Tour Terms. Where any condition, warranty or representation is implied, whether by law or otherwise, in these Tour Terms which cannot lawfully be excluded then our liability for any breach of such condition, warranty or representation will be limited at our option to supplying the services again, paying the cost of supplying the services again or otherwise to the fullest extent permitted by law.

17. Exclusion of liability

To the fullest extent permitted by law, we will not be liable to you for or in respect of any and all: (i) losses, damages, costs, charges, expenses or liabilities of any kind or nature whatsoever not directly, or naturally in the usual course of things, arising out of, or in connection with, a breach of these Tour Terms; (ii) consequential, special, indirect, incidental, exemplary or punitive damages including, without limitation, damages for loss of data, management time, profit, opportunity, revenue or income, or loss of, or damage to, reputation or goodwill; and (iii) claims, actions, demands, proceedings, losses, damages, costs, charges, expenses or liabilities of any kind or nature whatsoever directly or indirectly arising out of, or in connection with, any act or omission of any third party not under our direct control including, without limitation, any act or omission of any other person participating in or attending the Tour.

18. Liability limit

To the fullest extent permitted by law, our total aggregate liability to you for all losses, damages, costs, charges, expenses and liabilities arising out of, or in connection with, the Tour will be limited to the amount of the fees and charges that you have paid to us for the Tour.

19. Australian Consumer Law

Nothing in these Tour Terms excludes, restricts or modifies any non-excludable right or remedy that you have under the Australian Consumer Law or any other law. Any disclaimer, exclusion or limitation which is contained in these Tour Terms will apply only to the full extent permitted by the Australian Consumer Law or any other law.

20. Dispute resolution

If a dispute arises in connection with the Tour then the party claiming that the dispute has arisen must give notice of the dispute to the other party with details of the nature of the dispute, desired resolution and action required to settle the dispute. The parties must use their best endeavours to resolve the dispute in good faith within fourteen (14) days (or any other period is agreed in writing between the parties) of a dispute notice being received by a party from the other party. If a dispute is not able to be resolved within this period then the dispute may only be resolved by being submitted by either party to arbitration which must be conducted in accordance with, and subject to, the Arbitration Rules of the Resolution Institute ABN 69 008 651 232.

21. Notices

We may give you notice under these Tour Terms by providing or making available to you a notice through our Website or by email to any email address or postal address which you have provided to us. You may give us notice under these Tour Terms by email to info@schoolsinaction.com.au. A notice given under these Tour Terms is taken to be received (i) if provided or made available by us through our Website – immediately on providing or making available the notice through our Website; (ii) if sent by email – on the day of sending unless the sender receives a delivery failure notification; and (iii) if sent by post – on the next business day if sent using a next day delivery service, otherwise three (3) business days after the date of posting.

22. Entire agreement

These Tour Terms constitute the entire agreement between you and us in connection with their subject matter.

23. Survival of provisions

If for any reason your registration for the Tour is refused or cancelled or the Tour is cancelled then any provisions of these Tour Terms which are capable of continuing to have effect will survive and remain in full force and effect after any such refusal or cancellation respectively. The refusal or cancellation of your registration for the Tour or cancellation of the Tour for any reason does not extinguish or otherwise affect any of our accrued rights or remedies under these Tour Terms.

24. Further acts and approvals

You agree, at your own cost, to do everything necessary (including, without limitation, executing documents) to give full effect to these Tour Terms. We may in our sole discretion give conditionally or unconditionally or withhold any approval or consent under these Tour Terms.

25. Assignment and transfer

You may not assign or otherwise transfer any of your rights or obligations under these Tour Terms without our prior written approval.

26. Waiver and severability

Any failure by us to exercise any right or remedy under these Tour Terms will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Tour Terms is determined to be illegal, invalid or unenforceable in whole or in part under any law then the whole or part of the provision will be severed to the extent that it is illegal, invalid or unenforceable and replaced with a provision (or part of a provision) that is legal, valid and enforceable and to the extent possible has a similar effect for the purposes of these Tour Terms without affecting the validity of the other provisions.

27. Governing law and jurisdiction

These Tour Terms are governed by, and to be construed in accordance with, the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of, or in connection with, these Tour Terms which is not able to be resolved in accordance with the dispute resolution provision.

These Tour Terms are effective as of 22 April 2025