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Terms & Conditions

Welcome to Ironbark Adventure Mentoring

By engaging in our services, you agree to the following Terms and Conditions, which outline our mutual responsibilities, safety protocols, and general service expectations. These terms apply to all sessions, outings, and programs delivered by Ironbark Adventure Mentoring.

1. Services Provided

Ironbark Adventure Mentoring provides outdoor-based mentoring experiences for individuals aged 8 years and older. Activities include, but are not limited to:

- Mountain biking
- Hiking / bushwalking
- Fishing
- Camping
- Create Your Own Adventure (e.g., ball sports, fitness, custom nature-based activities)
- Small group adventures and outdoor wellbeing programs

All activities are guided by the principles of the Australian Adventure Activity Standards (AAAS) and Good Practice Guides (GPG) to promote safe, professional, and structured outdoor experiences. Adventures are designed to foster confidence, resilience, skill development, and personal growth in a supported natural environment.

Ironbark Adventure Mentoring is **not** a clinical therapy service. We offer practical outdoor mentoring and activity-based support guided by qualified mentors.

2. Eligibility and Participation

- **Age Requirement:** Participants must be aged 8 years or older.
- **Consent:** Parental or guardian consent is mandatory for participants under 18 years of age.
- **Intake Forms:** A completed Intake, Medical & Risk Disclosure Form must be submitted prior to participation.

- **Health & Safety Disclosures:** Participants/guardians must disclose any relevant medical conditions, disabilities, or behavioural support needs prior to sessions.
- **Service Boundaries:** For safety during outdoor pursuits, we do not work with participants presenting severe, high-risk physical aggression or extreme unmanaged behavioural risks.
- **Right of Refusal:** We reserve the right to decline or suspend participation if an activity is deemed unsafe for the individual, mentor, or group.
- **Supervision Ratios:** Group activities operate at a strict maximum ratio of 1:3 (1 mentor to 3 participants) to maintain safety and quality care. Where appropriate, 1:1 sessions may include up to a 1:2 ratio for siblings or friends.

3. Payment Terms & NDIS Billing

Ironbark Adventure Mentoring supports self-managed and plan-managed NDIS participants as a non-registered provider, voluntarily aligning rates with the official NDIS Pricing Schedule. Participants remain responsible for ensuring sufficient funding is available in their NDIS plan.

- **1:1 Mentoring & Short Sessions:** Direct mentoring supports are invoiced post-activity (in arrears).
- **Adventure Days & Camping Programs:** Private/self-funded group bookings require an upfront 50% deposit to secure the place, with the remaining balance invoiced upon completion. (Upfront deposits do not apply to standard NDIS line item billing).
- **Invoicing & Payment Terms:** Invoices are issued per session or weekly and are strictly due within **7 days** of the invoice date.
- **Out-of-Pocket Expenses:** NDIS funding covers mentoring time and vehicle transport lines. Direct personal activity expenses (e.g., commercial venue entry fees, lift tickets, equipment hire) are not covered by NDIS support codes and must be paid privately.
- **Non-Face-to-Face (NF2F) Support:** Necessary individualized preparation, risk assessments, emergency planning, case notes, and NDIS reporting are claimed as Non-Face-to-Face support under Core support lines for actual time spent.

4. Cancellation & Rescheduling Policy

Adventures proceed in most standard weather conditions. Provider-initiated cancellations due to severe weather, environmental hazards, or mentor illness incur no charge.

Participant-Initiated Cancellations:

Standard Mentoring Sessions (Up to 3 Hours):

- **48+ hours' notice:** Full refund or fee-free reschedule.
- **24 to 48 hours' notice:** 50% session fee applies.
- **Less than 24 hours' notice (or no-show):** 100% session fee applies (claimable under NDIS short-notice cancellation rules where applicable).

Adventure Days (3+ Hours) & Overnight Camping Programs:

- **7+ clear days' notice:** Full refund or fee-free reschedule.
- **Less than 7 clear days' notice:** Up to 100% of the scheduled support fee applies to cover committed staffing, vehicle logistics, and reserved program capacity.

5. Health, Safety, and Equipment

- **Safety Protocols:** All activities follow AAAS guidelines, pre-activity risk assessments, and location-specific Emergency Response Plans.

- **Briefings:** Participants must follow all safety instructions and briefings provided by mentors.
- **Inherent Risks:** Outdoor pursuits carry inherent risks including uneven terrain, weather changes, wildlife encounters, fatigue, and equipment failure.
- **Emergency Medical Care:** By participating, you authorise Ironbark mentors to administer standard first aid and seek professional emergency medical assistance if required.
- **Participant Equipment:** Participants must supply their own suitable personal clothing, closed-toe footwear, mountain bike, and helmet (external bike hire available upon request).
- **Provided Equipment:** Tents, sleeping mats, cooking gear, fishing tackle, and specialized group safety/first-aid gear are provided by Ironbark at no extra rental cost.

6. Behaviour and Participant Expectations

Participants and families are expected to interact respectfully and safely at all times. A session may be immediately suspended or terminated if:

- Aggressive, abusive, or dangerous conduct occurs.
- A participant is under the influence of illegal drugs or alcohol.
- The mentor determines the session cannot proceed safely.

7. Privacy and Child Safety

- **Privacy:** All personal and health details are collected and stored securely in accordance with the *Privacy Act 1988 (Cth)*, NDIS Practice Standards, and our standalone Privacy Policy. Records are retained for a minimum of 7 years (or until age 25 for minors).
- **Child Safety:** Ironbark maintains zero tolerance for child abuse or harm. All personnel hold active Working with Children Checks (Blue Cards), NDIS Worker Screening clearances, and National Police Checks. Mandatory reporting obligations are strictly enforced under Queensland law.

8. Media and Photography

Photos or videos of participants may occasionally be taken for promotional or updates purposes. Media will **only** be taken or published with explicit, prior written consent on file, which can be modified or withdrawn at any time.

9. Weather and Environmental Conditions

Sessions proceed in standard weather. Sessions will be rescheduled, relocated, or cancelled without penalty in the event of:

- Extreme heat or severe fire risk ratings
- Severe storms, lightning, hail, or localized flooding
- High winds or falling branch hazards in forest areas

10. Permits and Legal Compliance

Ironbark Adventure Mentoring operates in full compliance with relevant commercial land-use permits, council approvals, and state park regulations across Queensland. Participants agree to respect public spaces, follow site rules, and adhere to Leave No Trace environmental principles during activities.

11. Limitation of Liability and Indemnity

By participating in Ironbark Adventure Mentoring programs, participants and/or their legal guardians acknowledge and accept that:

1. Outdoor recreational activities carry inherent risks.
2. Ironbark Adventure Mentoring, its owner, and staff are not liable for personal injury, loss, or property damage except where directly caused by proven gross negligence.
3. To the fullest extent permitted by law, participants (or guardians) release and indemnify Ironbark Adventure Mentoring against claims arising from participation.
4. Participants are responsible for following all safety instructions and accurately disclosing health conditions.

12. Insurance

Ironbark Adventure Mentoring maintains comprehensive Public Liability Insurance, Professional Indemnity Insurance, and specialized outdoor activity coverage. Insurance coverage assumes participant compliance with mentor safety instructions and activity guidelines.

13. Governing Law & Updates

- **Jurisdiction:** These Terms & Conditions are governed by the laws of Queensland, Australia. Any disputes shall be handled under the jurisdiction of Queensland courts.
- **Changes:** Terms & Conditions may be updated periodically. The current version will always be accessible via our official website.

Reed Buckley | Founder & Adventure Guide

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