



Brisbane | Ipswich | Logan | Gold Coast

ABN 22 357 165 174

www.ironbarkadventure.com.au

hello@ironbarkadventure.com.au

0427 802 078

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 expectations. These terms apply to all sessions, outings, and programs, whether individual or group-based.

1. Services Provided

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

- Mountain biking
- Hiking / bushwalking
- Fishing
- Camping
- General outdoor and nature-based exploration
- Ball sports and other custom adventure activities

All activities are **guided by the principles of the Australian Adventure Activity Standards (AAAS) and Good Practice Guidelines (GPG)** to promote safe, professional, and structured outdoor experiences. Adventures/sessions are designed to foster confidence, skill development, connection, and wellbeing in a supported outdoor environment.

2. Eligibility and Participation

- Participants must be aged **8 years or older**.
- **Parental or guardian consent** is required for participants under 18.
- A completed **Consent, Safety & Risk Acknowledgement Form** must be submitted before participation.
- Participants must **disclose any medical, behavioural, or support needs** that could affect safety.
- We reserve the right to **decline participation** if a session is deemed unsafe for the individual or others.
- For **group sessions**, facilitators will implement buddy systems and supervision protocols appropriate to the activity, location, and participant numbers.

3. Payment Terms

- **1:1 Adventure Mentoring:** Payment is made **after the session**, once services have been delivered.
- **Group & Camping Adventures:** A **50% deposit** is required upfront to secure your booking. This helps cover planning, equipment preparation, travel, and any consumables (e.g., food, safety gear). The **remaining 50% is due after the adventure** has been completed.
- Invoices will be issued **weekly** or per session as agreed.
- Payment is due within **7 days** of the invoice date, unless another arrangement is made in writing.
- **NDIS participants** may use plan-managed or self-managed funding; invoices will reflect NDIS line items where applicable.
- Ironbark Adventure Mentoring is **not a registered NDIS provider**. Participants remain responsible for ensuring supports align with their NDIS plan.

Note: All payments are outlined in your Service Agreement and will be confirmed prior to booking.

4. Cancellation and Refund Policy

- **48 hours or more notice:** full refund or reschedule.
- **Less than 48 hours notice:** 50% session fee applies.
- **Less than 24 hours notice:** 100% session fee charged.

Cancellations due to **extreme weather, bushfire risk, or mentor illness** will result in a no-charge reschedule.

5. Health, Safety, and Supervision

- All sessions are **guided by the principles of AAAS and GPG**. Risk assessments and **activity-specific Emergency Response Plans** are in place for each session, including location- and activity-specific hazards.
 - Participants must **follow all instructions and safety briefings**. Failure to do so may result in removal from the activity.
 - Activities carry **inherent risks** including, but not limited to: falls, environmental hazards, wildlife, fatigue, or behavioural incidents.
 - In the event of **accident, injury, or illness**, you authorise Ironbark Adventure Mentoring to administer **first aid** and seek medical assistance if necessary.
 - **Emergency equipment** (first aid kit, mobile phone, torches, backup supplies) is carried at all times.
 - For camping, mountain biking, hiking, ball sports, or fishing, **participants must bring their own personal equipment** where required (e.g., bikes, helmets, footwear). Facilitators supply shared safety equipment (e.g., first aid, cooking equipment, fishing rods, balls).
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6. Behaviour and Expectations

- Participants are expected to act **respectfully and safely** at all times.
- Sessions may be ended if:
 - Aggressive, threatening, or unsafe conduct occurs.
 - Participant is under the influence of **drugs or alcohol**.
 - The facilitator determines the session cannot proceed safely.

7. Privacy and Confidentiality

- All personal information is handled in accordance with our **Privacy Policy** and relevant Australian legislation.
- Session notes are stored securely and shared only with appropriate consent or as required by law.

8. Media / Photography

- Photos may occasionally be taken for **promotional purposes**.
- Written consent is required prior to any public use.

9. Weather and Environmental Conditions

- Sessions proceed in most weather conditions.
- Sessions may be rescheduled, relocated, or cancelled in cases of:
 - Extreme heat
 - Dangerous storms, lightning, hail, flooding, or high winds
 - Bushfire risk or other environmental hazards

10. Permits and Legal Compliance

- Ironbark Adventure Mentoring complies with all **relevant permits, approvals, and land-use regulations** for commercial activities in public and private areas.
- Participants acknowledge that activities may take place in public areas, reserves, or state-managed locations, and agree to follow facilitator instructions in accordance with site rules.

11. Limitation of Liability and Indemnity

By participating, you acknowledge and accept that:

1. Outdoor activities carry **inherent risks**.

2. Ironbark Adventure Mentoring, its owner, or staff are **not liable** for any injury, loss, or damage **except where caused by proven negligence**.
3. To the fullest extent permitted by law, participants (or their guardians) **release and indemnify Ironbark Adventure Mentoring** from any claims arising from participation, except where caused by proven negligence.
4. Participants are responsible for **following safety instructions and disclosing relevant health conditions**.

12. Insurance

- Ironbark Adventure Mentoring holds **public liability insurance, professional indemnity, and appropriate activity coverage**.
- Insurance coverage assumes compliance with **guiding principles of AAAS/GPG, participant instructions, and any relevant permits**.

13. Governing Law

- These Terms & Conditions are governed by the laws of **Queensland, Australia**.
- Any disputes will be handled under the jurisdiction of **Queensland courts**.

14. Changes to Terms

- These Terms & Conditions may be updated from time to time.
- The most current version will be **available on the website**.

15. Contact Information

Ironbark Adventure Mentoring
Reed Buckley | Founder & Adventure Guide

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