



# TERMS AND CONDITIONS

## 1. YOUR SITE AND THE CAMPGROUND

Upon signing this Agreement and paying the Fees, the Territory invites and permits Your Group to enter the Campground, camp on Your Site and use the Facilities and Common Areas during the Term.

During the Term, Your Group have:

- exclusive use of Your Site including:
  - the allocated water connection; and/or
  - power connection to your
- the right to enter and use the Common Areas,

in accordance with the terms and conditions of this Agreement.

Your Group are not permitted to enter or use other Sites without an invitation from either Exhibition Park In Canberra (EPIC) Management or the person occupying that Site under agreement with the Territory.

If you have paid Fees in respect of the Storage Area You are entitled to store equipment including caravan's within Storage Area and access the Storage Area at reasonable times to store, access and remove such equipment.

### STORAGE ONLY

Terms and Conditions:

- EPIC provides this service at the users own risk and responsibility for any damage to the vehicle/van while in storage will not be accepted by the park
- Access is only available during Camping Office business hours which are 9:00am-5:00pm 7 days per week
- This document acknowledges that you have stored the vehicle/van on this site under the terms and conditions stated in this contract.
- Payment is to be made in advance for the storage period.
- EPIC management have the right to terminate this agreement without notice.
- Vehicle is stored on the basis there are no illegal substance or dangerous materials within

You may not store equipment in the Storage Area above limits determined and advised to You by the Territory and EPIC Management from time to time, and you must immediately remove from the Storage Area any equipment that either the Territory or EPIC Management directs to remove.

You acknowledge the Storage Area is part of the Campground and all terms and conditions set out in this Agreement apply to storage area, including in respect of limitation of liability, release and wavier.

You must ensure Your Group only uses the Campground for temporary holiday camping. Your Group must not use or intend to use and must not assert or intend that any person in Your Group is using the Site for residential purposes. You expressly acknowledge and agree that this Agreement does not give rise to a residential tenancy or occupancy agreement, or other real

property interest in Your Site or the Campground.

A maximum stay of up to 28 days within a 56 day period is permitted. Extended stays for visiting contractors may be considered by EPIC Management but requires that a proof of work contract be provided.

You acknowledge that the Campground is a distinct area within EPIC and that parts of EPIC may be closed off for the use of select groups or the Territory. This Agreement does not give you permission to enter or occupy any part of EPIC outside the Campground and you must do all things within your power to ensure that Your Group does not enter or occupy any part of EPIC without permission from EPIC Management or the Territory.

You must keep Your Site reasonably safe (in the absolute opinion of EPIC Management) including avoiding creating trip hazards by using high visibility materials to mark rope and tent

pegs, and using power outlets in accordance with Signage and the directions of EPIC Management.

You must not construct or affix any permanent structures on the Campground.

## 2. YOUR GROUP

You agree that You are responsible for the conduct of Your Group, and any of Your Group's visitors, guests or invitees, and must ensure they follow the terms of this Agreement as though they had signed Agreement.

You acknowledge and agree that You remain wholly responsible for the actions of Your Group at all times and You indemnify the Territory and EPIC Management in respect of any claim for compensation for any lost, stolen, damaged or otherwise compromised property or any loss or damage caused by any injury or death as a result of the acts or omissions of Your Group.

Only the members of Your Group are authorised to enter the Campground and occupy Your Site under this Agreement. You must not permit any other person to occupy Your Site without the express approval of EPIC Management.

You must ensure Your Group does not occupy or interfere with any other Site while using the Campground.

You must ensure that any member of Your Group under the age of 18 is at all times accompanied by a responsible adult whilst on the Campground.

## 3. FEES

You must pay the Fees for your entire Term without set off or deduction prior to the commencement of the Term and prior to entering the Campground. Fees must be paid in person at the Camping Office or by prior arrangement with EPIC Management.

# TERMS AND CONDITIONS

## 4. TERM

Your Group are invited and permitted to stay at the Campground for the duration of the Term.

You agree not to enter or remain on the Campground other than during the Term and undertake to ensure that every member of Your Group does not enter or occupy the Campground outside of the Term.

Any member of Your Group who enters or occupy the Campground outside of the Term will be considered to be trespassing. The Territory, and its representatives and agents, reserves its rights to undertake any and all action available to it under the *Trespass on Territory Land Act 1932* and/or the *Crimes Act 1900* to remove any such person from the Campground.

At the end of the Term you must remove all of your property from Your Site and leave it reasonably neat and tidy (in the absolute opinion of EPIC Management).

Any property not removed from Your Site will be deemed to be abandoned by Your Group and may be removed and disposed of by EPIC Management in its absolute discretion.

## 5. FACILITIES

During the Term Your Group is invited and permitted to use the Facilities subject to the following requirements.

Your Group must:

- only use Facilities and all equipment provided in the Facilities for their intended purposes;
- not intentionally, recklessly or negligently block drainage or damage any equipment provided in the Facilities;
- take reasonable turns of the Facilities with other visitors (in the absolute opinion of EPIC Management);
- limit your consumption of water in the Facilities to reasonable levels (in the absolute opinion of EPIC Management);
- keep the Facilities and surrounding areas neat and tidy and clean up after yourself and any member of Your Group;
- notify EPIC Management of any damage to the Facilities or anything in the Facilities which may create a serious risk of injury to any person;
- not smoke or allow any in Your Group to smoke within 5 metres of the Facilities, indoors anywhere on the Campground, within 5 metres of any public seating or spectating areas or where indicated by any Signage; and
- follow all Signage and directions of EPIC Management in respect of the use of Facilities.

You acknowledge and agree that the Facilities are provided for the convenience of Your Group and other users of the Campground, and EPIC Management make no representation or warranty as to the condition or availability of the Facilities during the Term.

## 6. DIRECTIONS & SIGNAGE

You must ensure Your Group follow all directions of EPIC Management, whether verbal or in writing, while in EPIC in respect of the Campground and Your Site, including but not limited to any relating to safety, health and hygiene (including directions related to the management and control of infectious diseases), crowd management, use of Facilities, rubbish disposal, noise, light, use of vehicles, fires, guests and visitors.

You must ensure Your Group complies with all requirements in this Agreement and follows directions and Signage at all times. Where any direction set out in Signage is inconsistent with this Agreement, you agree that that directions in the Signage take priority over any inconsistent terms in this Agreement and, only to the extent of such inconsistency, the terms of this Agreement are suspended while that Signage is in place.

## 7. PETS

You and Your Group are permitted to bring Pets onto the Campground during the Term subject to the following conditions:

- Pre- advise EPIC management (at the time of booking), if you will be bringing a pet;
- you must keep your Pets under control at all times;
- your Pets must not make excessive noise (in the absolute opinion of EPIC Management);
- you indemnify and release the Territory and EPIC Management from any injury, death, loss or damage to persons and property as a result of your Pets and any harm or injury to your Pets; and
- you must clean up after your Pets to the satisfaction of EPIC Management.

## 8. RUBBISH, SEWERAGE WASTE AND HYGIENE

The Campground is intended to be a pleasant and clean environment. Your Group must do its part to ensure that it remains so.

Your Group must keep Your Site clean and reasonably neat and tidy (in the absolute opinion of EPIC Management) including disposing of rubbish and other waste in bins or as directed by EPIC Management.

You must ensure Your Group contributes to the cleanliness of the Campground and EPIC by:

- not littering EPIC , including the Campground;

# TERMS AND CONDITIONS

- depositing rubbish in marked bins or collecting and storing such rubbish on Your Site and removing it from EPIC at the end of the Term;
- disposing of any human waste and other material from portable toilets or other collections containers at locations marked by Signage or as directed by EPIC Management.

## 9. NOISE / ANTI-SOCIAL BEHAVIOUR

EPIC Management requires all persons to behave in a courteous, respectful and appropriate manner at all times and to all persons within EPIC and the Campground, including EPIC Management other Territory staff and contractors and other visitors.

You acknowledge and agree to respect the rights of other people to use and enjoy the Campground and EPIC generally in serenity and without anti-social behaviour.

When in EPIC, including the Campground, You warrant neither You nor anyone in Your Group will engage in any behaviours that are offensive, lewd or otherwise anti-social, including but not limited to bullying, intimidation, harassment (including sexual harassment), racial, gender, ethnic, religious or national vilification, excessive swearing, intoxication (whether by alcohol or other substances), unwelcome or unconsented physical contact, stalking (including cyber stalking) or exposure.

You must not wear or display any clothing, signage, banners or other materials that, in the absolute opinion of EPIC Management are offensive, intimidating, lewd or otherwise anti-social, including but not limited to matters offensive to any race, gender, ethnic group, religious group or national group.

From 9.00pm to 8.00am Your Group must not make excessive noise (in the absolute opinion of EPIC Management) including from radios, television, voices, musical instruments or any other source. Excessive noise after 9.00pm may be deemed by EPIC Management to be anti-social behaviour.

## 10. VEHICLES (20 KPH MAX SPEED LIMIT)

Your Group must not drive or operate any vehicle in excess of the posted speed limit of 20 km/h in the Campground.

## 11. FIRES

You must ensure that Your Group does not light or maintain any fires within the Campground at any time save for gas burning stoves and similar devices approved by EPIC Management.

You must operate safely, properly manage and supervise any stoves and similar devices You or any member of Your Group operate on the Campground and must not leave such devices operating while not attended and in active use.

## 12. PROHIBITED ITEMS

You must ensure that Your Group does not bring to or use within the Campgrounds any:

- illegal items or substances,
- weapons of any kind;
- flares (other than emergency flares), fireworks or pyrotechnical devices;
- dangerous items other than those with legitimate use for camping, cooking or ancillary purposes (in the absolute opinion of EPIC Management); or
- any item, device or substance You or Your Group is directed to remove from the Campground or EPIC by EPIC Management.

Without limiting the proceeding sentence, you must only operate and use any item, equipment or substance, on the Campground in a safe and reasonable manner under appropriate control and supervision at all times.

## 13. LIMITATION OF LIABILITY

While EPIC Management do their best to ensure a safe and secure environment, it is your responsibility to ensure the safety and security of your property and Your Group.

You understand and agree that Your Group enter and attend the Campground at your own risk

You release the Territory and EPIC Management from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Campground or EPIC other than and only to the extent caused by or contributed to by the wilful or negligent act of the Territory or EPIC Management.

You acknowledge and agree that You must not make any claim for compensation for any lost, stolen, damaged or otherwise compromised property or any loss or damage caused by any injury or death to You or Your Group against the Territory or EPIC Management, in or near the Campground or EPIC other than and only to the extent caused or contributed to by the wilful or negligent act of the Territory or EPIC Management.

You indemnify the Territory and EPIC Management in respect of any claim for compensation for any lost, stolen, damaged or otherwise compromised property or any loss or damage caused by any injury or death brought by any member of Your Group against the Territory or EPIC Management other than and only to the extent caused or contributed to by the wilful or negligent act of the Territory or EPIC Management.

## 14. CANCELLATION AND TERMINATION

You acknowledge and agree that EPIC Management may terminate this Agreement if it determines (in its absolute discretion) that Your Group have breached any of the terms of this Agreement.

Where EPIC Management terminates this Agreement due to a breach by You or Your Group, You must:

## TERMS AND CONDITIONS

- a. remove all of your property from Your Site and the Campground;
- b. clean Your Site to a reasonable neat and tidy condition, including disposing of rubbish; and
- c. ensure all members of Your Group immediately leave EPIC .

Where EPIC Management terminates the Agreement as a result of a breach of the Agreement Your Group, You agree that no member of Your Group shall make any claim for compensation arising from such termination and are not entitled to the refund of any part of the Fees.

You acknowledge and agree that EPIC Management may end the Term early where it determines it is appropriate to do so, without prior notice to You or breach of this Agreement by You or Your Group. EPIC Management may end the Term for any reason including:

- d. fire, flood, or other weather risk, natural disaster, emergency;
- e. concerns about the risk to safety of persons or property;
- f. where any part of EPIC is required to be used for another, incompatible, activity;
- g. concerns in respect of civil protest, riots, lawlessness, public demonstrations or similar activities; or
- h. any other reason EPIC Management considers appropriate.

Where EPIC Management notifies You it is ending the Term early, You agree the Term is ended and you must:

- i. remove all of your property from Your Site and the Campground;
- j. clean Your Site to a reasonable neat and tidy condition, including disposing of rubbish; and
- k. ensure all members of Your Group immediately leave EPIC .

Any member of Your Group who does not immediately leave EPIC upon termination of this Agreement will be considered trespassing. The Territory, and its representatives and agents, reserves its rights to undertake any and all action available to it under the *Trespass on Territory Land Act 1932* and/or the *Crimes Act 1900* to remove any such person from the Campground.

If EPIC Management directs You to end your stay prior to the end of your Term without breach of this Agreement by Your Group, the Territory must refund your Fees pro-rata.

### 16. DEFINITIONS

In this Agreement, the following words have the meaning set out below, unless context requires otherwise:

- **Agreement** means the Schedule, these Rules, the Map and any other documents attached.
- **Campground** means the area defined on the map as attached to this agreement or as agreed by Venues Canberra Management
- **Camping Office** means the building marked as “Camping Office” on the Map.
- **Check Out Time** means 10.00am.
- **Check In Time** means 12:00 noon
- **Common Areas** means those parts of the Campground that are not Sites, the Camping Office or offices or other areas used by EPIC Management and those areas not otherwise marked as “private” or “authorised access only” either on the Map or by signage in EPIC .
- **EPIC Management** means staff and persons authorised by the Territory to control and manage EPIC , including the Campground and includes Territory employees and contractors.
- **EPIC** means the areas bounded by Flemington Road, Morisset Road, Old Well Station Road and the Federal Highway, known as “Exhibition Park in Canberra (EPIC)” or such other area as EPIC Management may notify you at any time.
- **Facilities** means the facilities block which includes the toilets, showers and laundry. The clothes line area. The bbq’s and seating area. Power and/or water to your allocated site
- **Fees** means the fees as set out in the Schedule, or if no such fees are listed, as determined in accordance with the Fee List.
- **Fee List** means the list of Fees attached to this Agreement and headed “EPIC Campground Fee List”.
- **Map** means the map of the Campground attached to this Agreement.
- **Pets** means any animal owned or under the control of any member of Your Group whether or not listed in the Schedule.
- **Rules** means this document headed “Terms and Conditions” as amended from time to time.
- **Schedule** means the part of this Agreement headed “Schedule of Camping Agreement”.
- **Signage** means any signs posted by the Territory or EPIC Management in EPIC , including in the Campground.
- **Site(s)** means each area marked as a “Site” either on the Map or by Signage.
- **Storage Area** means a secure storage area provided by EPIC Management to You.

## TERMS AND CONDITIONS

- **Territory** means when used in:
  - a geographical sense, the Australian Capital Territory; and
  - any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government Act 1988)*.
- **Term** means the period commencing at Check In Time on the first day of the term set out in the Schedule and ending at Check Out Time on the last day of the term set out in the Schedule.
- **Your Site** means the Site set out as “Your Site” in the Schedule.
- **Your Group** means You and each person listed in “Your Group” in the Schedule.
- **You** means the person listed in the Schedule as “You”:



## TERMS AND CONDITIONS

### EPIC CAMPGROUND FEE LIST (2022-2023)

#### Site Fees

Powered Site \$40.00

Non-Powered Site \$35.00

#### Storage Fees

Storage per night \$8.00

All Fees are calculated on a "per night" basis for each day of the Term or part thereof and are inclusive of GST.