

VISITOR TERMS AND CONDITIONS

BURRADOO
PARK FARM

1. Invitation for Visitors

SMART Collective Pty Ltd (ABN 85 682 342 981) (SMART Collective) is the lessee of Lot 1 on DP60383 (6 Railway Rd Burradoo) (BPF) and operates a commercial farm including agritourism, farm gate and farm experience premises. SMART Collective also operates under the registered business name Burradoo Park Farm. Persons attending BPF (defined herein as Visitors) do so at the discretion of SMART Collective, and must comply with:

- (a) the requirements of all laws in force in New South Wales and Australia;
- (b) the opening hours determined by SMART Collective;
- (c) the booking systems, rules or other conditions which apply to hospitality, farm experience tours or other services offered by SMART Collective;
- (d) these Visitor Terms and Conditions, which may be amended by SMART Collective from time to time by publication on our website; and
- (e) the requirements of any regulator or authority having jurisdiction on BPF.

2. Voluntary Assumption of Risk and General Release

Persons visiting BPF do so at their own risk and agree not to engage in any unsafe or potentially dangerous behaviour. Visitors acknowledge BPF operates as a commercial farm and contains the following:

- (a) natural water courses (rivers and streams), culverts, drainage channels and dams which contain water;
- (b) commercial vehicles engaged in farm activities (including utes, tractors, delivery vehicles, and other farm machinery);
- (c) livestock and other animals ordinarily present on rural land (including cattle, lamb, poultry, pigs, snakes, owls, dogs, bees and other insects); and
- (d) crops, produce, fencing and other objects normally found on a commercial farm (including established trees, fauna, farm buildings, electrical fences and farming implements).

To the extent permitted by law, each Visitor releases SMART Collective, its employees, agents, officers and contractors from all liability, loss, costs and expense arising from all personal injury, property loss, damage or death caused by any circumstance in connection with a Visitor attending BPF, except to the extent caused by the negligence or wrongful act of SMART Collective.

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3. Care of children

Each Visitor acknowledges and agrees that they must ensure the adequate and responsible supervision and care of their guests or children under 18 years.

4. Other parts of BPF

Visitors are not permitted to enter those parts of BPF that are identified as closed to public access (which may be identified by signage, fences, gates or barriers). SMART Collective has arrangements with third parties who provide services at BPF and Visitors should contact those third parties directly for terms which apply to their services.

5. Right to Exclude

SMART Collective reserves the right to refuse admission or revoke access to any Visitor who does not comply with these Visitor Terms and Conditions. If SMART Collective directs a Visitor to leave, that Visitor is no longer permitted to remain except for the purpose of departing from the nearest exit point.

6. Removal of waste

Visitors must not litter or leave any waste on BPF, other than in garbage bins or receptacles as marked for that purpose.

7. Closure or right to restrict access by SMART Collective

Visitors to BPF acknowledge and agree that SMART Collective may cancel, reschedule, or amend any services offered, or close or restrict access to BPF at any time, in the following circumstances:

- (a)** inclement weather, storms, floods or other dangerous weather events which pose a risk to the safety or well being of Visitors or staff;
- (b)** the unavailability of any buildings, amenities, or services, or any other item essential for safe visitation, which may include any circumstance such as mechanical breakdown, damage by third party, vandalism, a force majeure event, closure of any public access route, or the requirements of a third party, such as Wingecarribee Shire Council or NSW Police) or any other circumstance beyond the reasonable control of SMART Collective; or
- (c)** when SMART Collective is undertaking repairs or maintenance;
- (d)** a state of emergency or other disabling cause occurs.

Each Visitor releases SMART Collective from any claims for loss, cost, damage or breach of warranty in the event that any part of BPF remains closed or inaccessible for any reason.

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8. Visitor Obligations and acknowledgements

Each Visitor acknowledges and agrees to:

- (a)** take reasonable care of all property, buildings and facilities on BPF, and not cause any damage;
- (b)** not consume alcohol in any areas designated as alcohol free or closed by SMART Collective, and when consuming alcohol, to do so only within approved areas and in a responsible and respectful manner, and in compliance with the laws of NSW;
- (c)** remain responsible for the conduct of all guests, including children or minors, and ensure that guests act in a respectful and responsible manner at all times;
- (d)** not enter any parts of BPF which remain closed to public access;
- (e)** not smoke cigarettes or consume illegal drugs;
- (f)** ensure no fires, sparklers, candles or fireworks are brought to BPF, or are lit or ignited;
- (g)** not remove any vegetation, plants, trees, rocks or any other item from BPF without the written approval of SMART Collective;
- (h)** cooperate and follow the reasonable directions of SMART Collective and its management staff, including in the event of an emergency or evacuation;
- (i)** not bring any pets or animals to BPF (with the exception of registered assistance animals);
- (j)** take reasonable care of personal possessions, and not leave any valuable items unattended or at BPF after the conclusion of a visit;
- (k)** not display or distribute any advertising material or advertising notices; and

review and familiarise themselves with any emergency evacuation plan provided by SMART Collective from time to time.

9. Personal property

Each Visitor acknowledges and agrees that any personal property or valuables are carried at the risk of each Visitor or their guests. SMART Collective accepts no responsibility for lost, damaged or stolen items.

10. Personal information

Each Visitor acknowledges and agrees that any personal information provided to SMART Collective will:

- (a)** be used for the purpose of providing education services, food and beverage services, agritourism or farm experience services, transfers, or any services reasonably in connection with visiting BPF; and
- (b)** be handled in accordance with the Privacy Policy published on our website, as amended from time to time.

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11. CCTV and Security

Each Visitor acknowledges that SMART Collective operates closed circuit television and other surveillance devices for the purpose of maintaining security and making video recordings. Such footage may be provided to NSW Police or otherwise used by SMART Collective for law enforcement purposes.

12. Assignment of images and publicity rights

Each Visitor acknowledges and agrees that SMART Collective may take photographs of persons over 18 attending BPF and may publish a limited number of photos or images for its promotional purposes. Our staff will endeavour to notify you or obtain your consent if this is occurring. Each Visitor acknowledges that all copyright and other rights in any material created will vest upon their creation in SMART Collective and each Visitor grants an irrevocable licence for SMART Collective to use and reproduce such images for its marketing purposes. Should you not consent to the use of your images, please contact SMART Collective. If a Visitor intends to take photographs or videos of BPF staff or property, the Visitor must obtain the consent of SMART Collective.

13. Other Conditions

For Visitors who have purchased education, farm experience or other services from SMART Collective, those services are subject to the additional booking conditions published on our website or issued as part of the booking confirmation, as amended from time to time.