

*Experiential learning.  
Personal growth.  
Safe and fun.*



# Duke of Edinburgh

## Information Pack

### Silver Back to Back Pedal



#### **Barrington Outdoor Education**

126 Thunderbolts Way, Gloucester New South Wales AUSTRALIA

PO Box 20 Gloucester NSW 2422

T: (02) 6558 2093 F: (02) 6558 9195 E: [adventure@boac.com.au](mailto:adventure@boac.com.au)

[www.outdooreducation.net.au](http://www.outdooreducation.net.au)



#### Accreditation



Transport & Infrastructure



Maritime



#### Associated



# Welcome to Barrington Outdoor Education

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Thank you for choosing Barrington Outdoor Education (BOE) to run your Silver Pedal practice expedition and Silver Pedal qualifying journey, we look forward to an exciting and rewarding adventure with you!

In our experience, organising a Duke of Edinburgh expedition can be challenging and, at times, frustrating. BOE attempts to minimise your stress by providing you with this information pack. Within this pack, you will find answers to all of the questions buzzing around your head, as well as a series of step-by-step instructions on what information is required from you and when. We will also provide you with many documents for your use and reference. We ask that you find the time to read this information pack as it will save you time and angst in the long term.

We hope that the contained information will provide you with clear expectations of the process involved in enjoying a Duke of Edinburgh expedition with us.

Please do not hesitate to contact us if you have any questions or queries.

Kind regards,

The BOE Team



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# Program Overview

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Participants will be mountain biking for 3 days in Barrington and surrounding areas, guided by an experienced and qualified mountain biking instructor/assessor and then 3 days on the central coast.

Whilst mountain biking in Barrington, They will be camping at our private campground, 'The Steps Barrington' each night, and will be transported by 4WD each day.

Whilst mountain biking on the central coast they will be camping at caravan parks and will be transported by 4WD each day.

Participants will not need a hiking pack but will need a day pack suitable for riding.

Each day, participants will need;

- Snacks
- Lunch
- Water bottles
- Sunscreen
- Rain jacket

Each night, participants will return to the campsite for dinner. A bathroom and shower block is available, but there is no power at the camp site.

Participants must provide all cooking equipment and food - keep in mind there is no refrigeration.



# Itinerary - Practice Expedition



## Day 1

<b>11:35 AM</b>	Pick students up from train station and transport to The Steps	
<b>12:00 PM</b>	Group arrives at The Steps, camp briefing/route planning	0.5
<b>12:30 PM</b>	Set up camp	1
<b>1:30 PM</b>	Bike fitting and introduction	0.5
<b>3:00 PM</b>	Trail riding and basic skills	2.5
<b>5:30 PM</b>	Dinner	
<b>7:00 PM</b>	Introduction to bike maintenance	1.5

Hours of effort: 6

## Day 2

<b>6:00 AM</b>	Rise and shine, breakfast	
<b>7:00 AM</b>	Load bikes onto trailer	0.50
<b>7:30 AM</b>	Transport to Tinonee	
<b>8:30 AM</b>	Arrive at Tinonee, unload trailer	0.50
<b>9:00 AM</b>	Commence ride	3.00
<b>12:00 PM</b>	Lunch	
<b>12:30 PM</b>	Continue riding	3.00
<b>3:30 PM</b>	Finish ride, load trailer	0.50
<b>4:00 PM</b>	Transport to The Steps	
<b>5:00 PM</b>	Arrive at The Steps, change for dinner	
<b>5:30 PM</b>	Dinner	
<b>7:00 PM</b>	Intermediate bike maintenance	1.50

Hours of effort: 9

Day 3		
<b>6:30 AM</b>	Rise and shine, breakfast and pack up camp	1
<b>8:00 AM</b>	Transport to Dungog Common	
<b>9:00 AM</b>	Arrive at Dungog Common, commence ride	3
<b>12:00 PM</b>	Lunch	
<b>1:00 PM</b>	Continue riding	1
<b>3:00 PM</b>	Finish riding, load trailer. Final debrief.	1
<b>4:00 PM</b>	Transport to Glenrock Scout Camp	
<b>5:30 PM</b>	Arrive at Glenrock Scout Camp, set up camp	
<b>7:00 PM</b>	Reflection and planning	
Hours of effort:		6
Total hours of effort Silver:		21

\*\* Itinerary may change depending on weather and group abilities



# Itinerary - Qualifying Journey



Day 4		
7:00 AM	Rise and shine. Breakfast. Pack up camp.	
8:30 AM	Transport to Glenrock SCA.	
9:00 AM	Unload trailer. Route planning. Review safety.	1
10:00 AM	Commence riding	2
12:00 PM	Lunch	
12:30 PM	Continue riding	2
2:30 PM	Load trailer.	0.5
3:00 PM	Transport to Canton Beach Holiday Park	
4:00 PM	Arrive at Canton Beach Holiday Park, set up camp	1
5:00 PM	Dinner	
7:00 PM	Bike maintenance and route planning	1
Hours of effort:		7.5

Day 5		
7:00 AM	Rise and shine, breakfast, day plan	0.5
8:30 AM	Transport to Ourimbah Mountain Bike park	
9:00 AM	Unload trailer. Review safety.	0.5
9:30 AM	Ride trails	2.5
12:00 PM	Lunch	
12:30 PM	Continue riding	3
3:30 PM	Load bike trailer and depart for Canton Beach Holiday Park	0.5
4:00 PM	Bike maintenance and route planning	1
5:30 PM	Dinner	

Total hours of effort: 8

Day 6		
6:00 AM	Rise and shine, breakfast, pack up camp	1
7:30 AM	Transport to Awaba Mountain Bike Park	
8:30 AM	Unload trailer. Review safety.	0.5
9:00 AM	Ride trails	3
12:00 PM	Lunch	
12:30 PM	Clean and load bikes	0.5
1:45 PM	Final debrief and paperwork	1
2:45 PM	Transport to Dora Creek train station	

Hours of effort: 6

Total hours of effort Silver: 21.5

\*\* Itinerary may change depending on weather and group abilities



# Pre Program Check List

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Time Line	Tasks	Completed
Now	Notify your award leader that BOE is your Adventurous Journey Provider.	
	Complete your online <a href="#">Booking Form</a>	
	Read this document	
	Set up the DoE Online Record book (if required)	
	Pay your 50% deposit	
	completed your online <a href="#">Consent and Medical form</a>	
2 Weeks Prior to Program	Make final payment	
	Hire any equipment needed	
1 Week Prior to Program	Start collecting food and packing your expedition equipment	
	Let us know if you are arriving/departing by train/car	
Day of Program	Arrive at meeting point, don't forget anything important and enjoy!	

# Arrival and Departure Times

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## PLEASE LET US KNOW HOW YOU WILL BE GETTING HERE

### Car

Participants can be dropped off at Barrington Outdoor Adventure Centre at between 11:30am and 11:45am on the first day of the program. The address is 126 Thunderbolts Way, Gloucester, NSW, 2422. After the program, participants can be picked up from Barrington Outdoor Adventure Centre (126 Thunderbolts Way, Gloucester) between 3:30pm and 4pm.

### Train (Recommended for Northbound travel only)

Participants can catch the train to Gloucester. This is a very popular method of travel, so most of our itineraries are designed with train times from Sydney or Grafton in mind.

Please ensure you arrive at Gloucester Station before 12:00pm. We suggest if you are travelling northbound you take the train arriving at Gloucester at 11:38am. Please let us know your arrival and departure times so that our BOE Staff can meet you at the station and drop you off at the station at the end of the program.

Please check train arrival times and ensure you book your tickets with Country Link through NSW [Trainlink](#). Bookings open only 30 days before the departure date.

# Program Inclusions and Exclusions

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### Barrington Outdoor Education Provides:

- ❑ 1 x Outdoor Educator for the duration of the expedition
- ❑ Dual suspension KONA mountain bike and helmet for each participant
- ❑ 1 x Troop Carrier and driver for transporting participants during the expedition
- ❑ Campsites throughout the route of the expedition
- ❑ All relevant licences and permits for activity areas used
- ❑ Full logistical and emergency support for the group during the program
- ❑ Duty of care including First Aid and \$20,000,000 Public liability Insurance
- ❑ Satellite communication equipment for all groups

### You Provide:

- ❑ Transport to and from BOE Office or Gloucester Train Station
- ❑ Food for the duration of the program
- ❑ Camping equipment as per Gear List - some items can be hired from BOE at an additional cost
- ❑ Personal effects and clothing as per Gear List
- ❑ Any prescribed personal medication
- ❑ Journal and Pen

# Payments

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Expedition costs can be found on our website: <https://www.outdooreducation.net.au/upcoming-silver-dates-duke-of-ed.html>

## Deposit

To confirm your place on this trip we require a 50% deposit of the quoted cost to be paid. Please also include a 50% deposit for any equipment you need to hire.

## Final Payment

Final payments are due 7 days before the expedition.

## Payment Options

Payments can be made by direct deposit, credit card or cheque.

### *Direct Deposits*

**Account Name:** Barrington Outdoor Adventure Centre

**BSB:** 082-856

**Account Number:** 14-275-6540

### *Credit Card*

Payments can be made by credit card over the phone – just give us a call on (02) 6558 2093 between 9am and 5pm, Monday – Sunday.

# Booking Form

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Complete the online Booking Form, by clicking the link below. Please complete this as soon as possible to confirm your journey. Payment options are listed above.

[Online Booking Form](#)

# Catering

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## Self Catered Program

Participants will be required to provide their own food and cooking supplies for the duration of the trip.

[Food Planning Information for Self-Catering Journeys](#)

## Things to consider when catering for your program

**HIGH ENERGY** - average energy requirements will increase by 50% on an expedition

**NUTRITIONALLY BALANCED** - this becomes more important as the length of the trip and /or the physical difficulty increases. For example, instant noodles are light and easy to cook but do not offer sufficient nutrition

**LIGHTWEIGHT** – this is more important on the Journey, as you will have to carry the food yourself in your canoe.

**EASILY PREPARED** - You will have limited resources out in the bush

**EASILY STORED AND/OR A LONG SHELF LIFE** – Refrigeration will not be available

Suitable drinking water will be supplied by BOE.

Enjoy doing your research and feel free to contact us for advice about catering.



# Participant Code of Conduct

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All participants are required to abide by a code of conduct while on the journey.

Failure to follow this code may result in being returned home early, at the parent's expense.

## Code of Conduct

- Respect yourself and others - harassment, bullying, physical or verbal assault will not be tolerated,
- Behave appropriately - ensure your actions and words support learning and teaching,
- Adhere to Health and Safety requirements,
- Respect the property of Barrington Outdoor Education - do not damage or remove property,
- BOE does not allow illegal drugs, alcohol or anyone under their influence on our programs,
- BOE requires people who take medication to list this on their medical form

## Health and Safety

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- We are a fully accredited operator with an enviable safety record and all our guides are first aid qualified, with many also holding wilderness first aid certificates. Barrington Outdoor Education operates at the highest standards of care with strict ratios for all activities. All of our guides and instructors are fully qualified and have extensive experience in Australia and around the world.
- All our staff have current NSW Working With Children's Checks (WWCC). All our staff have agreed to the Duke of Edinburgh code of conduct.
- We have extensive risk assessments for all of our activities. For more information on our Risk Management please click on the below link which will take you to our Risk Management information.

[Risk Management](#)

# Important Notes

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## **Travelling around the area**

Roads to and from our centre are windy with many also unsealed. If you suffer from motion sickness, please arrange medication for your personal comfort.

## **Water**

BOE will supply clean drinking water for the length of the program. This water may be from the town supply, or may be treated with chemicals or filters.

## **Weather**

Please be aware that weather conditions can drastically change overnight. Occasionally we can get snow up in the Barrington Tops and 30 degree temperatures down at base in the same week. Please be aware of this when packing for camp. You never know when those extra layers or a sunhat may come in handy.

For the most relevant weather forecast, please see:

<http://www.bom.gov.au/places/nsw/barrington/>

AND

<http://www.bom.gov.au/places/nsw/ourimbah/>

## **Communications**

Although most of the area we operate in is out of range for cell service, we have our own radio network that allows constant communication for our outdoor education groups while they are on program. The group can contact home base station, so they are never too far from assistance should it be required.

## **Anaphylaxis**

All participants who have a diagnosed allergy which requires a prescribed adrenalin auto-injector (epi-pen or anapen) must bring the injector on expedition, and carry it with them at all times to be allowed to participate in activities. Any participant who forgets their pen will not be allowed to remain on camp.

## **Physical Training**

Participants are encouraged to start some sort of journey related physical training prior to their trip. Push bike riding on a mountain bike is a great combo of fitness and equipment preparation.

# Medical and Consent Forms

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Please complete the online Consent and Medical Form, by clicking the link below. Please ensure this is done 14 days prior to the start of the expedition.

[Online Consent and Medical Form](#)

# Gear List

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Please note that one of the purposes of camp is to allow students to learn about themselves by testing them beyond their comfort zone. Having the correct equipment allows them to get the full experience without making it too demanding. The correct equipment also adds to their personal safety and comfort.

It is important to remember that at times participants may experience adverse weather conditions with little shelter and may also be required to carry all their equipment. For this reason, participants are advised to closely follow the equipment guidelines and refrain from packing excess or inappropriate equipment.

It is essential that participants have the appropriate gear in order to keep them safe and healthy whilst on camp. Choosing not to bring items on this list can expose students to severe sunburn, hypothermia, hyperthermia, scratches and infection, gastro and muscle strain.

## [Sun Safe Policy](#)

We understand that outdoor gear can be expensive, therefore we provide discounted gear through our shop, opportunities for hire and recommend borrowing gear when available.

## [Hire or purchase equipment through our gear store](#)

Please note that if a participant arrives on camp without the necessary gear to keep them safe and healthy, Barrington Outdoor Education will provide the necessary gear and the cost will be charged to parents. Alternatively, you may be asked to collect your child from camp.

### Tips:

- Label all your equipment with your name and Phone No.
- When packing always think of lightweight materials that take up less space
- Bring gear to camp in backpacks or soft bags, suitcases are not appropriate
- While on activity, cotton makes you colder on cold days and hotter on hot days, thermals or synthetic clothing will make you more comfortable.
- Your equipment will be checked on the first day of the program; any unwanted materials will be stored and returned at the end of program.

### **Banned List:**

Cigarettes, iPods, pocket knives, alcohol, drugs, tablets, flip flops, make up or gum.

Equipment Item		Explanation	Hire/Purchase
<b>1 Pair of Shorts</b>	<input type="checkbox"/>	Knee length shorts	
<b>2 Long-sleeve shirts with collars</b>	<input type="checkbox"/>	Shirts that will protect you from the sun – see Sun Safe Policy	
<b>Camera (Optional)</b>	<input type="checkbox"/>		
<b>Dry bags or plastic/garbage bags</b>	<input type="checkbox"/>	Essential to keep dry gear protected from rain, water or wet gear inside your bag	Purchase
<b>Dry Clothes for Campsite: Tracksuit pants, T shirt, jumper etc.</b>	<input type="checkbox"/>	Wool or fleece	
<b>Insect Repellent</b>	<input type="checkbox"/>	Suitable for mosquitoes, midges and ticks	
<b>Jumper / Wind Stopper</b>	<input type="checkbox"/>	Woollen or fleece	
<b>Light weight pants</b>	<input type="checkbox"/>	Pants that will protect you from the sun – see Sun Safe Policy	
<b>Meal Utensils: light weight bowl, knife, fork, spoon, mug, plate + <u>tea towel</u></b>	<input type="checkbox"/>	Lightweight and compact (do not bring disposable items)	
<b>Personal First Aid Kit: Band Aids, Personal Medication, Tweezers, Strapping Tape, Hand Sanitizer, Blister Treatment</b>	<input type="checkbox"/>	Bring items listed in a waterproof bag	
<b>Raincoat <math>\frac{3}{4}</math> length</b>	<input type="checkbox"/>	Waterproof, breathable fabrics and adjustable hood	Hire/Purchase
<b>Runners</b>	<input type="checkbox"/>	Shoes for non-water activities	
<b>Sleeping bag</b>	<input type="checkbox"/>	Lightweight, compact bag, with degree rating relevant to expected overnight minimum temperature or combine a liner with a cooler bag	Hire/Purchase
<b>Sleeping Mat</b>	<input type="checkbox"/>	A small mat that offers some comfort but is easily transported	Hire/Purchase
<b>Small Day Pack</b>	<input type="checkbox"/>	To carry water, lunch, snacks, sunscreen, wet weather gear and personal medication	Purchase
<b>Some snack food</b>	<input type="checkbox"/>	Healthy snack food (no nuts) – please do not bring large quantities of sugary snacks, they will be removed and returned to you at the end of camp	
<b>Sun Hat</b>	<input type="checkbox"/>	Bucket hat or legionnaires style hat in line with sun safe policy	Purchase
<b>Sunglasses</b>	<input type="checkbox"/>	Sun glasses will protect eyes from the sun – see Sun Safe Policy	
<b>Sunglasses strap</b>	<input type="checkbox"/>	A strap will keep your glasses safe when on activity	Purchase



Equipment Item		Explanation	Hire/Purchase
<b>Sunscreen</b>	<input type="checkbox"/>	Waterproof, min. 30+ sunscreen	
<b>Thermals - top and pants</b>	<input type="checkbox"/>	Min. one set of woollen or polypropylene thermals (an extra pair if wet weather is predicted)	Purchase
<b>Toilet Paper</b>	<input type="checkbox"/>	Some toilet paper in a clip lock bag in case you need to go when activity away from toilets	
<b>Toiletries: Toothbrush + paste, soap, deodorant and hair ties. Hairbrush (optional)</b>	<input type="checkbox"/>	Listed supplies, if expedition camping soap may not be required	
<b>Torch &amp; spare Batteries</b>	<input type="checkbox"/>	Head torch is preferred as it allows you to keep your hands free when cooking etc	Purchase
<b>Towel or Chamois</b>	<input type="checkbox"/>	Compact microfiber towel or small regular towel	Purchase
<b>Underwear &amp; socks</b>	<input type="checkbox"/>	One pair for each day and a spare pair. Comfortable underwear that won't chafe or rub	
<b>Warm Hat/ Beanie</b>	<input type="checkbox"/>	Thick wool or fleece	
<b>Water Bottles - 3 x 1 litre</b>	<input type="checkbox"/>	It is essential that you have min. 3L water carrying capacity	Purchase
<b>Waterproof Over pants</b>	<input type="checkbox"/>	If wet weather is predicted, waterproof over pants will keep you dry and warm to prevent hypothermia	Purchase
<b>Armour (optional)</b>	<input type="checkbox"/>	If you have your own armour, bring it	Purchase
<b>Bike gloves</b>	<input type="checkbox"/>	Bike gloves will protect your hands from the sun and grazes	Purchase
<b>Helmet (optional)</b>	<input type="checkbox"/>	If you have your own wetsuit that you would like to bring, do so, otherwise BOE will supply	
<b>Food</b>	<input type="checkbox"/>	Healthy, nutritious, energy rich food for the duration of the camp see Food Guidelines	
<b>Pots and Pans (if not part of stove set)</b>	<input type="checkbox"/>	Light, thin pots, with lids that are suitable to use with the stove you are bringing	
<b>Stove &amp; Fuel</b>	<input type="checkbox"/>	Light weight, compact, easy to use	Hire/Purchase
<b>Tent</b>	<input type="checkbox"/>	3 season tent, waterproof, compact and lightweight	Hire/Purchase

# Conditions of Booking

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Terms and conditions of hire referred to in Booking Form from Barrington Outdoor Education.

## OWNERSHIP AND CONDITION

1. The Hirer acknowledges that the equipment (which shall include all fittings accessories and ancillary equipment taken by the Hirer or part of them whether listed on the front of this form or not) is the property of the Owner and that the Hirer has received them in good order and condition.

## COLLECTION AND RETURN

2. Trading Hours are 9.00 am to 5.00 pm Monday to Friday. Weekends and Public Holidays by appointment. When possible and at the discretion of Barrington Outdoor Adventure Centre the period shall include at no charge a half day for pick-up and a half day for return. Trading Hours to and from 12.00 noon represent the half day. Hire goods collected before and returned after 12.00 noon will be charged for as a full day at the current appropriate rate.

## DETERMINATION OF HIRING BY HIRER

3. The hirer may determine the hiring at any time by giving notice in writing to the owner at its address for the time being and by returning the said equipment to the Owners at the hire's own risk and expense to such address and shall thereupon pay to the Owner all moneys then payable to it under this agreement.

## INDEMNITY AND LIABILITY

4. The Hirer's attention is drawn to the Trade Practices Act 1974 and to any other relevant State legislation which gives Hirer's certain rights against suppliers being those rights which cannot be excluded restricted or negative. Nothing in these terms condition shall be construed to exclude, restrict or modify such rights.
  - (a) The Hirer shall be liable for and shall pay to the owner on demand the costs of repair and / or replacement for all damage to equipment howsoever caused or for the loss or destruction of equipment as herein set out.
  - (b) The Hirer shall be responsible for all risks of or in connection with the use of the equipment including risks to the third parties or there property and the Hirer hereby indemnifies the Owner against any claim action suit or charge or sums payable which maybe claimed incurred or paid by reason of the condition of the equipment and the possession and use of the equipment by the hirer or anyone claiming under him or using the equipment with or without the Hirer's permission and the Hirer hereby releases the owner of any loss claim action suits or damage by the Hirer or any other person pursuant to this agreement.
  - (c) The owner is hereby excluded from any liability or responsibility for the safety or suitability or the equipment for the purposes fro which the Hirer intends to use it and any warranty express or implied as to the suitability of the equipment for intended use of the hirer is hereby expressly negative and the Owner shall not be liable to the Hirer for any loss or damage or delay caused through any defect or breakdown or accident or by reason of the equipment being unsuitable for the purpose of the Hirer.

## PAYMENT

5. The Hirer agrees to pay all monies due to the Owner on demand or on return of the equipment whichever shall be the sooner in accordance with the Owner's schedule of current rates of hire and all other moneys payable be the Hirer under or by virtue of this agreement.
  - (a) In the event of the hirer failing on or before the expiration of the period to return the equipment in good and serviceable condition to the Owner at the place from which it was collected or other places nominated by the Owner, the Hirer hereby agrees to pay to the Owner on demand the costs incurred in retrieving the equipment and returning it to the place of hire.
  - (b) Any payments due to the Owner may be deducted from the holding deposit paid on collection of the equipment.

#### LOSS AND DAMAGE

6. In the event of the Hirer failing to return the equipment on or before the expiration of the hire period to the Owner in good serviceable condition and repair the Hirer agrees as follows-
  - (a) The Hirer shall pay to the owner such sums as are required to restore the equipment to a good and serviceable condition and the determination of the owner or its agents as to the sums required to effect such repairs and restoration shall be final provided that:
  - (b) Should the equipment be in such a condition that in the opinion of the Owner or its agent it is unable to be reasonably restored to a good and service able condition the equipment shall be deemed to be destroyed and the Hirer shall pay the cost of replacing the equipment with new equipment of a similar standard and use and the Hirer agrees to pay such sums for a new equipment as are listed on the owner's schedule of replacement costs a copy of which has been handed to the Hirer the receipt whereof he hereby acknowledges provided further that:
  - (c) If the equipment or any part thereof is not returned to the owner within fourteen (14) days of the date of return and if the Owner shall not have agreed in writing to the extension of such period the equipment shall be deemed to be lost and the Hirer shall pay to the Owner on demand the replacement cost of such equipment in accordance with the Owner's schedule of replacement costs as aforesaid and it is agreed.
  - (d) That in addition to the payments for repairs or replacement which may be required pursuant to sub-clauses (a), (b) or (c) hereof the Hirer shall pay to the Owner's schedule of the amount of hire which would have been recovered by the Owner for the equipment until the date of payment of such sums for repairs or replacement.
7. In the event of any dispute as to the costs of repair or replacement pursuant to this agreement the decision of the Owner shall be final.

#### POSSESSION AND USE

8. The equipment may be used in any place in the Commonwealth of Australia without any condition or restriction (unless otherwise stated on the front of this form).
  - (a) Possession of the equipment by the Hirer shall be that of a bailee only and the Hirer shall take reasonable and proper care thereof and precautions against the theft loss or damage to the equipment. The owner shall at all times have access to the equipment to inspect the condition thereof or for such other purpose as are necessary.
  - (b) In the event of the Hirer committing any breach of or failing to fulfill the terms of this agreement or in the event of the Hirer acting or behaving in a manner which in the opinion of the Owner or its agent may prejudicially affect the rights of the Owner or damage the equipment the Owner or its agent may without notice determine the hiring and recovery possession of the equipment and retain all sums paid to the Owner but without prejudice to any subsisting or future rights of the Owner with respect to any breach or default.

#### ASSIGNMENT

9. The Hirer shall not without the written consent of the owner assign or purport to assign this agreement or any of his or hers rights hereunder to any other party

#### CONSTRUCTION

10. This agreement shall be construed according to the law of the state of New South Wales and any action by the Hirer arising there from shall be brought only in a court of the New South Wales.

#### INDULGENCE NOT TO AFFECT OWNER'S RIGHTS

11. No neglect delay or indulgence on the part of the Owner in enforcing any terms or conditions of this agreement shall prejudice the strict rights of the Owner hereunder.