

Cancellations Checklist



This checklist should be read in conjunction with the Australian Camps Association *Cancellations: A general legal guide and FAQs*, published June 2022 (**Guidance**)

#	Question	If Yes	If No
1	Are there binding written terms in place in relation to the booking?	Proceed to #2.	An agreement may still be in place between the parties at law. We recommend seeking legal advice in relation to relying on rights under an unwritten agreement.
2	Do the booking terms contain a cancellation policy?	<p>Provided the terms were accepted by the customer and are binding, you may wish to apply the cancellation policy, subject to #3 to #5 below.</p> <p>See Schedule 1, paragraph 3 of the Guidance for further information.</p>	You may seek to argue that terms regarding cancellation are implied in the agreement. We recommend seeking legal advice in relation to relying on implied terms.
3	Do the booking terms contain a force majeure clause?	<p>Check whether:</p> <ul style="list-style-type: none"> the relevant event is covered by the definition of force majeure, and the customer is excused from performing its obligations under the clause. <p>See Schedule 1, paragraph 1 of the Guidance for further information.</p>	<p>The concept of force majeure only applies if there is a force majeure clause in the agreement. Force majeure does not apply generally at law.</p> <p>If there is no force majeure clause, the event may still result in frustration of the contract. See #4 below.</p>
4	Has the event made it impossible or unlawful for either party to perform the contract?	<p>The contract may have been frustrated. This is a concept under common law and legislation, and is not affected by the terms of the booking.</p> <p>See Schedule 1, paragraph 2 of the Guidance for further information.</p>	Proceed to #5.
5	Could applying the cancellation policy be considered unfair under the Australian Consumer Law?	<p>To ensure a cancellation fee is not considered unfair, businesses should generally limit any cancellation fee to the reasonable costs associated with carrying out the cancellation.</p> <p>See Schedule 1, paragraph 3, <i>Cancellation Fees</i> for further information, including for ACCC guidance on cancellation fees.</p>	

Please note this document contains general information only and is not a substitute for seeking legal advice on your specific business contracts and circumstances. Each contract and the best course of action for your business should be evaluated on a case-by-case basis, taking into account the potential financial, operational, legal and reputational risks and impacts on the business, while maintaining customer and industry goodwill.