

TERMS AND CONDITIONS

1 General

- 1.1 These Terms and Conditions ("T&C") are between the Owner, the Manager and the Customer and apply to the Booking made by the Customer.
- 1.2 By making a Booking (directly and or indirectly through a third party), the Customer agrees to the T&C on behalf of all persons included in the Booking and staying in the Accommodation. Where the Customer constitutes more than one person, each person shall be jointly and severally bound by the T&C.
- 1.3 A reference to the Manager shall include the Owner, and vice versa, where applicable.

2 Interpretation

"Accommodation" means the accommodation available at the Karijini Eco Retreat, including campsites, eco cabins and eco tents.

"Booking" means the act of reserving Accommodation at the Karijini Eco Retreat.

"Customer" *"Guest"* *"You"* or *"Your"* means the person or persons staying or intending to stay at the Accommodation, and includes any minors accompanying the Customer.

"Deposit" means monies payable to the Manager at the time of the Booking in accordance with clause 3.

"Force Majeure Event" means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics or pandemics (including COVID-19), industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including but not limited to restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to the Manager's services beyond its control.

"Group Bookings" means a Booking made for 10 or more individual Accommodation sites.

"Karijini Eco Retreat" means the property located in the Karijini National Park, operated by the Manager and owned by the Owner.

"Karijini National Park" or *"Park"* means the national park located in the Hamersley Range, Western Australia.

"Manager" *"We"* *"Us"* or *"Our"* means Karijini Adventures Pty Ltd (ACN 167 481 736), its Representatives and assigns.

"Owner" means Gumala Enterprises Pty Ltd trading as Karijini Eco Retreat (ABN 95 079 982 988), its Representatives and assigns.

"Booking Total" means the total amount payable to the Manager by the Customer for the booking of the Accommodation, including any meals, additional items, optional extras or package inclusions, unless otherwise specified.

"Price" means the nightly rate, best available rate, child rate or any other prices published for the reservation of the accommodation.

"Representatives" means the agents, directors, officers, contractors, volunteers or employees of the Manager and or the Owner.

"Security Bond" means any additional amount payable to the Manager by the Customer for any breakages, damages or excess cleaning charges incurred which may be retained by the Manager, at its absolute discretion.

"Waiver" means the Waiver, Release, Discharge and Indemnity published by the Manager and or the Owner as accepted by the Customer at the time of making the Booking

3 Booking Policy

- 3.1 All Bookings are subject to availability.
- 3.2 The Manager reserves the right to decline any bookings or requests at its absolute discretion.
- 3.3 Unless otherwise determined by the Manager prior to or at the time of Booking, the following provisions apply:

Individual Bookings:

- (a) for campsites, full payment of the Booking Total is required at the time of Booking; and
- (b) for eco tents and eco cabins, a Deposit equal to 1 night's Accommodation is required at the time of Booking. Payment of the balance of the Booking Total is required 14 days prior to arrival. If the Booking is made within 14 days of the arrival date, full payment of the

Booking Total is required at the time of Booking.

Group Bookings:

- (c) a 25% Deposit is required at the time of Booking. Payment of the balance of the Booking Total is required 28 days prior to arrival; and
- (d) a final list identifying all Guests staying in the Accommodation is to be provided by the Customer a minimum of 14 days prior to arrival.

Specials / Packages:

- (e) for packages, deals and special offers, full payment of the Booking Total is required at the time of Booking.
- 3.4 A valid credit card is required at the time of Booking to guarantee your reservation. Your credit card will be held as security for your Booking and utilised for any applicable Deposits, payments, cancellation fees, no-show fees, damage and any breach of these T&C.
- 3.5 A minimum stay of 2 nights will apply to all Bookings made during school holidays (excluding summer school holidays), public holidays, long weekends and Easter dates applicable in Western Australia.
- 3.6 The Manager reserves the right to request payment of a Security Bond by the Customer, at its absolute discretion.
- 3.7 Failure by the Customer to make payment as required in accordance with the T&C, or as otherwise requested by the Manager, may result in the Booking being cancelled and the Manager making available the Accommodation, or any part of it, to other persons to book.
- 3.8 Bank fees, credit card charges, Paypal fees, exchange rates and any other fees and charges incurred by transferring money from the Customer to the Manager are the sole responsibility of the Customer, are payable by the Customer and are non-refundable.
- 3.9 If the Customer makes payment by way of credit card, the Customer warrants that the information provided to the Manager is true and complete, that the Customer is authorised to use the credit card to make payment and that the Customer's payment will be honoured by the credit card issuer. The Manager reserves the right to conduct various checks to validate the identity and integrity of the Customer's

payment details, which may include undertaking a pre-authorisation process and or requesting additional information from the Customer to verify identity.

- 3.10 Any items or services not included in the Booking, such as meals, are the sole responsibility of the Customer and must be paid by the Customer. Any outstanding accounts will need to be paid and settled on departure from the Karijini Eco Retreat.
- 3.11 The Manager reserves the right to request identification information and documentation, including government issued photographic identification, upon your check-in at the Karijini Eco Retreat.

4 Cancellation

- 4.1 All cancellations must be received in writing from the Customer to the Manager via email to 'reservations@karijiniecoretreat.com.au' or via the website (if applicable to the Customer). It is the Customer's responsibility to contact the Manager to verify that the cancellation of the Booking request has been received.
- 4.2 The Customer is responsible to ensure flights, vehicle hire, travel insurance and any components booked outside the Karijini Eco Retreat are cancelled by the Customer will adhere to the cancellation policy of each individual supplier.
- 4.3 Subject to the T&C, for Individual Bookings, where the Customer cancels the Booking:
- (a) 14 days or more prior to the arrival date, all monies paid by the Customer will be refunded to the Customer;
 - (b) between 1 and 13 days prior to the arrival date, 50% of the Booking Total will be retained by the Manager as a cancellation fee, with the remaining 50% (or such other monies as paid by the Customer) to be refunded to the Customer; and
 - (c) on the day of the arrival date (including no shows), all monies paid by the Customer will be forfeited.
- 4.4 For Group Bookings, where the Customer cancels the Booking:
- (a) 28 days or more prior to the arrival date, all monies paid by the Customer will be refunded to the Customer;

- (b) between 14 and 27 days prior to the arrival date, 50% of the Booking Total will be retained by the Manager as a cancellation fee, with the remaining 50% (or such other monies as paid by the Customer) to be refunded to the Customer;
- (c) between 7 and 13 days prior to the arrival date, 75% of the Booking Total will be retained by the Manager with the remaining 25% (or such other monies as paid by the Customer) to be refunded to the Customer; and
- (d) within 7 days of the arrival date (including no shows), all monies paid by the Customer will be forfeited.

4.5 For Guest curtailment and or early check-out, all monies paid by the Customer will be forfeited.

4.6 Subject to the T&C, if the Manager is required to cancel the Booking for any reason the Manager may, in its absolute discretion, offer the Customer a refund of a portion of or all monies paid to the Manager, offer a credit for a future booking, and or vary the Booking date or Accommodation type to allow the Accommodation to be booked as varied.

5 Prices and Accommodation

5.1 Prices are in AUD and inclusive of GST.

5.2 Prices and Accommodation as shown on the website are subject to change. The Manager reserves the right to change this information without notice. Existing Bookings that have been paid in full, or for which a Deposit has been paid, will retain the Price as per the Booking.

6 Accommodation, Restaurant and Bar, Facilities

6.1 Campfires and smoking are not permitted.

6.2 There are no grey water disposal facilities.

6.3 All Accommodation, contents, fixtures and fittings is and remains the property of the Owner at all times.

6.4 The Customer shall not affix any fixture or make any renovation, alteration or addition to the Accommodation, without the prior consent of the Manager, and any alterations or modifications to Accommodation must be carried out by the Manager.

6.5 The Manager and or the Owner takes no responsibility for the suitability of the

Accommodation for the Customer's specific requirements, and it is the Customer's responsibility to ensure that all Accommodation is suitable for the Customer's specific needs.

6.6 The Customer must notify the Manager immediately of any concern with the Accommodation.

6.7 Any damage to the Accommodation is the Customer's liability and the Customer must take adequate precautions to prevent any damage from occurring. The Customer will be charged for any repairs required to damaged Accommodation.

6.8 The Manager and or the Owner shall not be liable for any loss or damages arising out of the overloading, misuse or abuse of the Accommodation by the Customer and the Customer agrees to keep the Manager and the Owner indemnified in respect thereof.

6.9 The Customer warrants that the Accommodation will be returned to the Manager in the same condition as the Accommodation was hired.

6.10 The Customer must notify the Manager immediately of any loss or damage to the Accommodation.

6.11 The Manager will inspect the Accommodation after the Customer's use. Any defects, damage or state of uncleanliness shall be reported to the Customer.

6.12 The Customer will pay the cost of any damage to, cleaning or loss of the Accommodation, which occurred during the Booking period, and any reasonable expenses incurred by the Manager as a result of such damage, cleaning and or loss to be determined by the Manager at its absolute discretion.

6.13 The Manager reserves the right to use any Security Bond to cover the cost of any breakages, damage to, cleaning of or loss of the Accommodation, and any reasonable expenses incurred by the Manager as a result of such damage, cleaning and or loss.

6.14 The Customer acknowledges and agrees that any amounts payable in relation to any loss and damage (including cleaning) suffered by the Manager and or the Owner shall constitute liquidated damages that are immediately due and payable by the Customer to the Manager and or the Owner.

6.15 The Customer authorises the Manager to deduct

monies from any Security Bond for any loss, damage, repairs or other expenses incurred during the Booking period.

7 Noise Levels

7.1 The Customer acknowledges that the Karijini Eco Retreat is a public place and noise can adversely impact other patrons and the Karijini National Park.

7.2 The Manager does not permit excessive noise at the Karijini Eco Retreat. The Customer acknowledges that the Customer will ensure that minimum noise is emitted and the peace and quiet of other patrons and the Karijini National Park is not disturbed.

7.3 The Customer acknowledges that a continuous or repeated breach of this clause 7 shall constitute a 'material breach' for the purposes of clause 9.1.

8 Customer's Warranties

8.1 The Customer warrants that:

(a) the Customer has and will comply with all applicable laws, including in relation to entry to and within Western Australia and COVID-19;

(b) the Customer has and will comply with all lawful directions of the Manager and or the Owner, including in relation to COVID-19;

(c) there are no legal restrictions preventing the Customer from agreeing to the T&C;

(d) the T&C apply to the Booking only;

(e) the Customer acknowledges that the Customer may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life and by making a Booking the Customer acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes those risks. The Customer is solely responsible for acquainting themselves with customs, weather conditions (including cyclones and other inclement weather), road conditions, physical challenges, accessibility and laws in effect at the Karijini National Park;

(f) the Customer acknowledges that the location of the Booking, natural hazards, environment, geography, flora and fauna of the Karijini National Park may involve a significant amount of personal risk. The Customer hereby assumes all such risk and does hereby release the Manager and or the Owner from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks;

(g) the Customer will cooperate with the Manager and provide it with information that is reasonably required and necessary as requested by the Manager from time to time, to enable the Manager to carry out the Booking and will comply with such requests in a timely manner; and

(h) the information provided by the Customer is true, correct and complete.

9 Termination

9.1 The Manager and or the Owner may terminate the Booking if there has been a material breach of the T&C.

9.2 Any termination of the Booking in accordance with this provision will result in all monies paid by the Customer to the Manager being forfeited by the Customer and retained by the Manager.

9.3 The accrued rights, obligations and remedies of the Manager and or the Owner are not affected by the termination of the T&C.

10 Liability

10.1 In addition to this clause 10, the Customer acknowledges reading and accepting the Waiver.

10.2 To the maximum extent permitted by law, the Customer releases, waives, discharges and indemnifies the Manager, the Owner and their Representatives from any and all claims and actions, which may be made by the Customer or any third party, or on the Customer's behalf and or any third party's behalf, for loss, in any way arising out of or related to the Booking or the T&C, including but not limited to property loss or damage, bodily injury or death.

10.3 The Manager, the Owner and their Representatives shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages,

howsoever caused, for any damage, injury or loss, arising out of or in connection with the Booking or the T&C, whether arising under breach of contract, negligence (commission, omission or advice), statute or otherwise.

10.4 To the maximum extent permitted by law, the total liability of the Manager, the Owner and their Representatives arising out of, or in connection with, the Booking or the T&C is limited to the total value of the Booking.

10.5 This clause 10:

- (a) applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by the Manager and or the Owner;
- (b) is intended to be as broad and inclusive as is permitted by law; and
- (c) does not exclude, restrict or modify the application of the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

11 GST

11.1 Unless otherwise stated, all amounts payable by the Customer are inclusive of GST.

11.2 The Customer agrees to pay GST in respect of any goods or services that the Manager supplies to the Customer and or are supplied to the Customer on behalf of the Manager.

12 Costs of Recovery

12.1 Any expenses, costs or disbursements incurred by the Manager and or the Owner in recovering any monies payable by the Customer, including dishonoured cheques, debt collection agency fees, solicitor's costs and interest thereon shall be paid by the Customer on a full indemnity basis.

13 Insurance

13.1 The Customer must obtain comprehensive travel and medical insurance including (but not limited to) cover for medical expenses, evacuation charges, trip cancellation and force majeure events.

14 Government Requirements

14.1 The Customer shall comply with all Government (Federal and State) requirements for entry into Western Australia or to access the Karijini Eco

Retreat.

14.2 Where a Government:

- (a) requires that a person must be vaccinated against Covid-19 (or any other disease or virus); or
- (b) imposes a restriction or requirement of any nature on Karijini Eco Retreat or the Manager and or Owner,

to be able to enter Western Australia or to access the Karijini Eco Retreat or the Karijini National Park, the Customer must comply with such requirement.

14.3 Where the Customer:

- (a) is unable to meet any requirement (including where a Government requirement is introduced subsequent to the Booking);
- (b) cancels the Booking; or
- (c) is unable to access the Karijini Eco Retreat or the Karijini National Park,

as a result of a requirement referred to in clause 14.2 above, the Customer shall forfeit any and all monies paid to the Manager.

14.4 Where the Customer does not comply with any requirement referred to in clause 14.2 above, the Manager and the Owner reserves the right to decline the Booking, cancel the Booking or refuse entry into the Karijini Eco Retreat at the Manager's or the Owner's absolute discretion and at the Customer's cost.

15 Force Majeure Event

15.1 If any Force Majeure Event results in the Manager and or the Owner being prevented from, or delayed in, performing any of its obligations to the Customer:

- (a) then such a delay or prevention of performance shall not be deemed to be a breach of contract or any other obligation placed upon the Manager and or the Owner under these T&C;
- (b) no loss or damage shall be claimed by the Customer from the Manager and or the Owner by reason thereof; and
- (c) the Manager and or the Owner shall use its best endeavours to minimise and reduce any period of suspension

occasioned by any Force Majeure Event.

- 15.2 In the event of a Force Majeure Event, the Manager and or the Owner, in its absolute discretion, may cancel the whole or part of a Booking and evict and or vacate the Customer from the Karijini Eco Retreat.

16 Personal Information

- 16.1 The Customer's personal information may be used by the Owner and the Manager and may be disclosed to the Owner's and or the Manager's Representatives, agents, service providers, suppliers or other third parties for any purpose associated with the Booking. Any use or disclosure of the Customer's personal information by the Manager and or the Owner will be in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles as amended from time to time.
- 16.2 In the course of the Customer's Booking, photos or video may be taken by the Manager or representatives of the Manager. These images may be used in any promotional materials, website, all social media platforms (i.e. Instagram), etc., unless the Customer specifically requests in writing to the Manager to not use the Customer's image. Otherwise, the Manager is granted a perpetual, royalty-free, worldwide, irrevocable licence by the Customer to use such images for publicity and promotional purposes.

17 Relationship

- 17.1 The T&C are not intended to create a relationship between the parties of partnership, joint venture or employer-employee.

18 Assignment

- 18.1 The T&C are personal to the Customer and are not able to be assigned.

19 Updating

- 19.1 The Manager and or the Owner reserve the right to update and or alter the T&C at any time for future bookings. The T&C applicable to the Customer's Booking are those that are current at the time the Booking is made.

20 Non Merger

- 20.1 The covenants, agreements and obligations contained herein will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or

satisfied or are continuing obligations they will remain in force and effect.

21 Severance

- 21.1 If any part of the T&C is wholly or partly invalid, unenforceable, illegal, void or voidable, the T&C must be construed as if that provision or part of a provision had been severed from the T&C and the parties remain bound by all of the provisions and part provisions remaining after severance.

22 Governing laws

- 22.1 The T&C are governed and shall be construed in accordance with the laws of the State of Western Australia, the parties submitting to the exclusive jurisdiction of the Courts of Western Australia for determination of any dispute claim or demand.