

# TERMS & CONDITIONS

## Website Terms and Conditions

Thank you for visiting our website. This website is owned and operated by Wine Country Tourist Park Pty Ltd. By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Terms and Conditions of Booking set out below and our Privacy Policy (available at [www.winecountrytouristpark.com.au/privacypolicy](http://www.winecountrytouristpark.com.au/privacypolicy)). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Wine Country Tourist Park.

### 1. Making a booking

To make a booking using our website, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

### 2. Collection Notice

- We collect personal information about you in order to respond to your enquiries, process your bookings, provide you with information and provide you with booking services and accommodation and for purposes otherwise set out in our Privacy Policy at [winecountrytouristpark.com.au/privacy](http://winecountrytouristpark.com.au/privacy)
- We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers, booking agents and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you. We may also disclose your personal information to recipients that are located outside of Australia, including to our web hosting providers, data centres, booking processing providers and/or payment processing providers.
- Our Privacy Policy explains:
  - how we store and use, and how you may access and correct your personal information;
  - how you can lodge a complaint regarding the handling of your personal information; and
  - how we will handle any complaint.

- By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

### 3. Accuracy, completeness and timeliness of information

- The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. The information on our website is not intended to replace or serve as a substitute for any professional or expert advice, consultation or service and must not be relied upon as such. While we use all reasonable attempts to ensure the accuracy and completeness of the information

on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

- We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

#### 4. Booking

- All bookings, including those made via this website, are made subject to these Terms and the person making the booking will be deemed to have accepted these Terms on behalf of all persons who will be staying at the Tourist Park under the booking once any payment is made in relation to the booking.
- Unless specified otherwise, any prices, fees or charges which are specified or referred to in these Terms are shown in Australian dollars.

#### 5. Photographic Identification

- When you check-in you may be asked to provide photographic identification.
- If you are unable to provide such identification your booking may be cancelled and you may be liable to pay us an amount equal to the full booking amount plus any other costs incurred by us in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to us under this term.

#### 6. How To Book

- Bookings can be made online via this website or direct by calling Reservations on .
- Bookings are subject to the availability and applicable pricing at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.

#### 7. Prices

- Any price displayed on this site is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from us that the payment has been received and the booking has been confirmed.
- Any confirmed price is subject to change if:
  - a payment which is due on a booking is not received by us by the date the payment is due; or
  - there is a change in or imposition of a government charge, tax or levy which entitles or necessitates us changing the price of your booking.
  - any details relating to your booking are amended, for example your dates of stay, your cabin or site type or the number of persons staying under your booking, in which case clause 12 will apply.
- If the price of a booking is changed under clause 7(b), you may pay the new price for your booking or cancel your booking and receive a full refund.
- If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request us reissue that written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking.

## 8. Payment Methods

- Payments may be made from this website by Visa or MasterCard. American Express and Diners Club cards not accepted.

## 9. Payment

- A deposit of the full amount payable for accommodation the subject of the booking must be received by us immediately to confirm your booking.
- You agree to comply with any terms and conditions of any of our third party agents or contractors that process your booking and/or payment from the site, including via linked websites.
- Once final payment of your booking has been made confirmation of that payment and your booking will be sent to you via email you provided at the time you made the booking.
- We reserve the right to cancel or amend your booking in the event of a computer, website or system error which results in the display or communication of an incorrect room rate or other incorrect details relating to your booking. We will advise you as soon as possible in the event of such an error.

## 10. Rates and Charges

- The currency applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.
- Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (including GST) where applicable.
- Quoted rates do not include transport to or from the Tourist Park or items of a personal nature including but not limited to laundry, telephone, taxis, meals or transfers, airport taxes), unless otherwise indicated.
- Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change.
- For information on rates for Children, Infants and extra persons, please refer to clause 19.

**Special Promotions:** Bookings made under special promotional discounted rates (advance purchase, stay pay deals, etc.) are heavily discounted, required booking deposits must be paid in full at the time of booking, changes or cancellations are not permitted, no refunds will be issued for cancellations or change of date.

## 11. Cancellation and Refunds

- You may cancel your booking. However, to the extent permitted by law, any amount paid by you to us in respect of your booking may be subject to cancellation fees.
- Deposits for reservations made will only be refunded if you notify the park of your cancellation at least 30 days prior to your scheduled arrival (less an administration fee of \$50). If you provide less than the required period of notice of cancellation, your deposit will only be refunded if the category of site or cabin that you booked is able to be resold (less an administration fee of \$50).

## 12. Amendments

- All amendments are subject to the availability and applicable pricing in respect of the Tourist Park at the time the amendment is requested.
- Amendments for:
  - all bookings may only be requested:
    - in respect of high season, up to 60 days' prior to your scheduled check-in time; or
    - in respect of off-peak or shoulder seasons, up to 7 days' prior to your scheduled check-in time; and
  - Any amendments are subject to availability and any differences in tariffs will be payable by the guest, at the time of change.

- Other bookings may be requested up to 48 hours prior to your scheduled check-in time but such additional bookings will be subject to availability and may be subject to different tariffs or rates at such time.
  - If amendments are requested outside the time frames specified in clause 11(b) you may be charged a cancellation fee of the first night's accommodation in addition to the cost of your amended booking and any reduction in the amount which is payable by you in such case will be at our absolute discretion.
  - Amendments may be requested by calling us on 02 4990 5819.
  - If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved.
13. No-Shows or Cancellations
- If you do not notify the park of your cancellation or if you do not arrive on the day of your scheduled arrival date, your reservation will be cancelled by the park owner without refund of any paid deposit.
  - We do not refund should you cut short your reservation or holiday.
14. Booking Credit
- Booking credit is issued at the discretion of the manager.
  - If you are issued with Booking Credit to be applied to future accommodation with us such credit will be valid for 12 months from the day the credit is issued.
  - Booking Credit may only be used to pay for bookings at the Tourist Park.
  - Booking Credit may only be used to pay for the accommodation portion of your booking and may not be used for non-accommodation items such as transfers, laundry, telephone, additional services, tours or taxes or any other amount not included in accommodation rates.
  - To redeem Booking Credit you must make your booking via telephone by calling 02 4990 5819.
  - Any stay to be fully or partly paid for using Booking Credit must be booked and paid for in full prior to the expiry of the 12 month validity period.
  - Any Booking Credit not redeemed at the expiry of the 12 month validity date will be forfeited in its entirety to us.
15. Check-in
- Standard check-in time is 2:00pm but times may vary and you should confirm the check-in time prior to your scheduled check-in day.
  - If you wish to guarantee your ability to check-in prior to 2:00pm you must book an additional night's stay and pay the applicable rate for that additional night.
16. Check-out: Standard

Standard check-out time is 10:00am but times may vary from time to time and you should confirm the check-out time with us prior to your scheduled check-out day.

17. Late Check-out
- If you wish to check-out later than the standard check-out time you must obtain approval from us at least 12 hours prior to your scheduled check-out time.
  - We may approve a request for late check-out in our absolute discretion.
  - If you check-out after 10:00am the following additional charges may be applied to your account and will be payable by you on check-out:
    - a surcharge of \$20.00 per hour for every hour after 10:00am that you fail to check-out; or
    - if you check-out after 2pm a charge equivalent to the full daily rate which applies to your booking.
18. Security Deposits for cabins
- You must provide a credit card authorisation or imprint when you check-in.
  - This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage

incurred during your stay or cleaning charges in excess of the normal level of cleaning.

- The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.
- The pre-authorized amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.
- Once a pre-authorisation has been made, we cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.
- Where a credit card is not available a minimum \$200 cash deposit will be required on check-in.

#### 19. Child Policy

- For the purposes of these Terms:
  1. **Child or Children** means a person or persons aged between 2 years and 18 years;
  2. **Infant** means a person under the age of 2 years; and
  3. **Adult** means a person aged over 18 years.

All ages will be determined from the date at which accommodation commenced.

- Subject to clause 19(d), Children and Infants sharing a cabin or site with their parents or guardians may do so free of charge if using existing beds and linen and not exceeding the maximum occupancy for the given room type.
- Children and Infants may not stay in any cabin or at any site without an Adult.
- Additional charges will apply if extra beds or linen (including rollaways, sofa beds or cots) are required. These are charged at the extra person rate. Extra person rates will be charged on a Room Only basis, unless otherwise stated.
- Extra charges apply for tourist sites where the total number exceeds 2 people.

#### 20. Facilities and Services

- Whilst care is taken to ensure that the description of facilities and services of the Tourist Park is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with us prior to making your booking that the feature/facility will be available during your stay.
- To the extent permitted by law, we are not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
- Accommodation facilities listed may not apply to all cabin or site types.

#### 21. Special Requests

Whilst we attempt to satisfy all special requests, we do not guarantee that special requests can be accommodated.

#### 22. Maps and Images

- Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.
- Destination shots may have been supplied to us by third parties and we do not guarantee the accuracy of any destination shots.
- Photos and sites and cabins and images of floor plans are indicative only. Actual cabins may vary in decor and inclusions from those shown.

#### 23. Travel Insurance

We strongly recommend that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to: loss of booking amount

through cancellation, loss or damage to personal baggage, loss of money and medical expenses.

#### 24. Unaccompanied Minors

- All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18 year old guest.
- If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult, we may immediately cancel the guest's booking and the first or a further night's accommodation may be forfeited to us under this clause.

#### 25. Park Guests and Bookings

- Wine Country Tourist Park is a private enterprise and its management reserves the right to refuse a booking, entry or accommodation at any time to any person without having to state the reason. We also reserve the right to eject guests from the park who have not followed park rules. No refund will be given and charges will apply for any damage caused.

#### 26. Third Party Products and Services

- Third party products or services are sometimes sold together with accommodation provided by us. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement we have in facilitating your booking with the third party is as the third party's agent. We are in no way the supplier of the products and services and to the extent permitted by law we are not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.
- All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
- We do not warrant the accuracy of any information, statements or representations made by third parties

#### 27. Release, indemnity and proportionate liability

- To the extent permitted by the law, you agree to release, indemnify and hold harmless, us and each of our current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the Tourist Park except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from our negligence, wrongful act or omission or breach of these Terms.
- To the extent permitted by law the aggregate of our liability to you is limited to an amount not exceeding the amount paid by you for your booking.
- Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

#### 28. Loss and damage

Without limiting clause 28:

- you will be responsible at all times for any loss or damage to our land, property and premises which has been caused by you or your invitees. You authorise us to deduct such amounts from your credit card (including the credit card supplied when you check in). Without limiting the foregoing, you must pay any such amounts of loss or damage to us within 7 days of receiving notification of such amount from us.
- any monies or other valuables, goods or vehicles that belong to you, brought in or on to the room, grounds or car park remain your responsibility and we are not responsible for their safekeeping.

#### 29. Consumer Law

- To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on us are excluded under these Terms and Conditions.
- Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits us to limit our liability, then our liability is limited to:
  1. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
  2. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

#### 30. Events Beyond Control

- We are not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.
- All travel documents, observance of laws and government regulations are your responsibility.

#### 31. Use of Information

- You consent and authorise us and each of our officers, employees, agents and contractors to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.
- You consent to information which you have provided to us as part of your booking being used by us and any of our related bodies corporate for the purpose of informing you about offers and promotions which relate to us or our related bodies corporate or properties owned or managed by us or our related bodies corporate.
- We will not provide or disclose any information you have provided to us to third parties other than in accordance with our Privacy Policy (available at [www.winecountrytouristpark.com.au/privacypolicy](http://www.winecountrytouristpark.com.au/privacypolicy)).

#### 32. Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

#### 33. Intellectual property rights

- Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all

text, graphics, logos, audio and software) made available on winecountrytouristpark.com.au.

- Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.
- Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.
- You may view the site using your web browser and save an electronic copy, or print out a copy, of parts of this site solely for your own personal use, information, research or study, but only if you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices and all advertisements). All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

#### 34. Access

- This website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.
- You must take your own precautions to ensure that the process which you employ for accessing or using the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data which arises in connection with your Access.

#### 35. Unacceptable activity

- You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:
  1. any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
  2. using this website to defame or libel us, our employees or other individuals;
  3. uploading files that contain viruses that may cause damage to our property or the property of other individuals;
  4. posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
- If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

#### 36. Warranties and disclaimers

- To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.
- We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without

notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

#### 37. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

#### 38. Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales

#### 39. Severance

If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

#### 40. Acceptance

Please click to accept these terms and conditions, before proceeding to the booking page.