

## **BARWON COAST CARAVAN PARKS BOOKING, RE-BOOKING, CANCELLATION & PAYMENT POLICY**

For the Breamlea Caravan Park, Barwon Heads Caravan Park, Riverview Family Caravan Park and Riverside Campground.

### **BOOKINGS AND PAYMENT**

- 1.** Accommodation and campsites at all Barwon Coast Caravan Parks can be booked online, in person or over the telephone. All bookings are subject to availability and rates for the period requested.
- 2.** When a Booking is made more than 7 days prior to the arrival date, You will be required to pay a deposit equal to at least the first night's rate. You will then be required to pay the balance of the booking at least **72 hours** prior to the arrival date. For bookings made in peak season & peak periods you will be required to pay the balance of the booking **40 days** prior to the arrival date.
- 3.** When a Booking is made and the arrival date falls within the next 7 days, You will be required to pay the total cost of the booking at that time.
- 4.** Once You pay for Your Booking (in whole or in part) You will be deemed to have accepted Our booking terms.
- 5.** Once Your Booking has been paid for (in whole or in part) We will confirm the details of Your Booking in writing. This confirmation creates an agreement between You and Us. This is the agreement referred to in subsequent clauses of this Policy.
- 6.** All booking payments must be in Australian dollars and We accept cash, cheque, credit card and direct bank deposits.

### **CHANGING YOUR BOOKING**

- 7.** If You would like to change a confirmed Booking for any reason You must inform Us and obtain Our prior consent to do so.
- 8.** We will do Our best to accommodate Your change of booking request but may not be able to do so in every case.
- 9.** If We consent to change Your Booking, the applicable rate may change based on the new booking dates and therefore the total cost of Your stay will change accordingly.

## **CANCELLING YOUR BOOKING – OFF PEAK AND SHOULDER PERIODS**

- 10.** We understand that Your Booking may need to be cancelled.
- 11.** If You cancel Your Booking the following cancellation policy applies:
  - a. If You cancel Your Booking more than 72 hours prior to the arrival date, You will be charged a \$25 cancellation fee and all money paid, less that fee, will be refunded.
  - b. If You cancel Your Booking less than 72 hours prior to the arrival date, You forfeit the money already paid which is equal to the cost of the first night of Your Booking detailed in clause 2.
  - c. The forfeited money cannot be transferred to another date, or placed in credit for future use without Our written consent.
  - d. Once You have checked in, if You make changes to Your Booking, such as leave early, You will forfeit the full amount set out in Your Booking. In other words, You will not receive a refund for nights unused.
- 12.** If You are a No Show Your Booking will be cancelled and You will not be entitled to a refund. That is, You will still be required to pay the full amount set out in Your Booking.

## **CANCELLING YOUR BOOKING – PEAK SEASON & PEAK PERIODS**

- 13.** We understand that Your Booking may need to be cancelled.
- 14.** If You cancel Your Booking the following cancellation policy applies:
  - a. If You cancel Your Booking 30 days or more prior to Your arrival date You will be charged a \$25 booking & cancellation fee and all money paid, less that fee, will be refunded.
  - b. If You cancel Your Booking less than 30 days from Your arrival date You will be charged a cancellation fee equal to 50% of Your total Booking amount and all money paid, less that fee will be refunded.
  - c. If You cancel Your Booking 7 days or less from Your arrival date You will be charged a cancellation fee equal to 100% of Your total booking amount. That is, You will not receive a refund.
  - d. Refunds owing to You arising from cancellations in clause a. and b. cannot be transferred to another date, or placed in credit for future use without Our written consent.
  - e. Once You have checked in, if You make changes to Your Booking, such as leave early, You will forfeit the full amount set out in Your Booking. That is, You will not receive a refund for nights unused
- 15.** If You are a No Show Your Booking will be cancelled and You will not be entitled to a refund. That is, You will still be required to pay the full amount set out in Your Booking.

## **TRANSFERRING YOUR BOOKING**

- 16.** It is important that We know who is staying at Our caravan parks and campsites at any given time. For this reason, We will request proof of identity. Your Booking:
  - a. is provided to You in Your personal capacity (and any other guests named on the Booking in theirs); and
  - b. cannot be transferred, resold, or otherwise changed into the name of another person without Our written consent.

## **REPEAT BOOKINGS – OFF PEAK & SHOULDER SEASON**

- 17.** We offer You the opportunity to repeat Your Booking in the same accommodation or campsite for the same dates or booking period the following year. If You would like to make a repeat Booking then the following clauses 18 – 22 (inclusive) apply.
- 18.** When making a repeat Booking You must:
  - a. attend the relevant caravan park reception and provide proof of identity;
  - b. select Your booking dates and identify the comparable date the following year;
  - c. select the same accommodation or campsite; and
  - d. book prior to the last day of Your current Booking and pay a deposit equal to the first night's rate.
- 19.** If You cancel Your repeat Booking for the off peak & shoulder season, clause 11 applies.
- 20.** Repeat Bookings will only be made if You have fulfilled a Booking the year prior. That is, if You cancel a Booking or are a No Show You forfeit the right to repeat that Booking.
- 21.** Repeat Bookings may not be available for all accommodation categories & campsites or all of Our caravan parks.

## **REPEAT BOOKINGS – PEAK SEASON & PEAK PERIODS**

- 22.** We may offer You the opportunity to repeat Your Booking in the same accommodation or campsite for the same dates or booking period the following year. If You would like to make a repeat Booking then the following clauses 24 – 27 (inclusive) apply.
- 23.** When making a repeat Booking You must:
  - a. attend the relevant caravan park reception and provide proof of identity;
  - b. select Your Booking dates and identify the comparable date the following year;
  - c. select the same accommodation or campsite; and
  - d. book prior to the last day of Your current Booking and pay the deposit equal to the first night's rate.
- 24.** If You cancel Your peak season or peak period repeat Booking, clause 14 applies.
- 25.** Repeat Bookings will only be made if You have fulfilled a Booking the year prior. That is, if You cancel a Booking or are a No Show You forfeit the right to repeat that Booking.
- 26.** Repeat Bookings may not be available for all accommodation categories & campsites or all of Our caravan parks.

## **SPECIAL RATES, OFFERS AND PROMOTIONS**

- 27.** From time to time We may offer sales, promotions, specials, event rates, seasonal rates or discounts.
- 28.** If You make a Booking in line with any of these rates Your Booking will be subject to:
  - a. block out periods, including but not limited to school holidays, public holidays, defined peak periods and other special events;
  - b. potential limits on the types of accommodation available to be booked at Your chosen location;
  - c. certain limitations upon the length of Your Booking, for example some offers may prescribe a minimum or maximum number of nights in the Booking; and
  - d. cancellation fees.

## **LIABILITY**

- 29.** You are solely responsible for Your property at all times at any of Our caravan parks or campgrounds.
- 30.** If Your property is lost, stolen, or damaged at any of Our caravan parks or campgrounds, We are under no obligation to:
  - a. replace the property; or
  - b. compensate You.
- 31.** To the maximum extent permitted by law, We disclaim any and all liability for any injury or any direct or indirect loss or damage (including but not limited to loss of or damage to property) or any inconvenience, loss of enjoyment or disappointment sustained by You during Your stay at one of Our caravan parks or campgrounds.
- 32.** You agree to fully and finally release and discharge Us from any liability, claim, action, right or entitlement whatsoever You have against Us whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to Your stay.
- 33.** If a condition or warranty cannot be excluded at law then You agree that, to the fullest extent permitted by law, Our liability for a breach of the condition or warranty will, at Our sole election, be the re-supply or payment of the cost of re-supply of the relevant goods or services. All other conditions and/or warranties are expressly excluded to the fullest extent permitted by law.
- 34.** You fully indemnify Us against any loss, liability, damage, action, demand, expense, claim, fine, charge or obligation which We have or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-performance or non-observance of the obligations and liabilities imposed on You under this Policy or by reason of or concerning or arising out of any negligent conduct, act or omission by You related to the Booking or Your stay at one of Our caravan parks or campgrounds.

## OTHER

35. This Policy and the agreement are governed by the laws of Victoria, and You agree to submit to the exclusive jurisdiction of the courts in the State of Victorian.
36. If any clause in this Policy becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses of this Policy will not in any way be affected or impaired.
37. The agreement may only be varied by a document in writing executed by all parties' authorised representatives.
38. You acknowledge and accept the terms of this Policy applying with respect to the Booking, and acknowledge having read and understood them. You understand that no other agreement or disclaimer, verbal or otherwise, applies, as this Policy and any agreement incorporating it together with the itinerary contains the entire agreement between You and Us.
39. You confirm You are over 18 years of age and free to enter into the agreement.

## AUSTRALIAN CONSUMER LAW

40. Despite anything contained in this Policy, the Australian Consumer Law ("ACL") gives You statutory rights, including guarantees and remedies that cannot be excluded or modified. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of the goods or services if the goods or services do not meet the standards required by the ACL. These Terms do not purport to exclude any statutory rights available to You and must in all cases be read subject to those statutory rights

## CONTACT DETAILS AND NOTICES

41. Any notice required to be given by a party under this Policy or the agreement must be given in accordance with the particulars set out in the Booking Pages.
42. It is Your responsibility to keep Your contact details, including Your email address, telephone number and postal address, up to date and to notify Us of any changes to those details as soon as possible.

## DISPUTES

43. If You have a query or dispute in relation to this Policy or the Agreement You may contact Barwon Coast by telephone on 03 5254 1118 or by email at [office@barwoncoast.com.au](mailto:office@barwoncoast.com.au)

## DEFINITIONS

- 44.** In this Policy:
- a. "We", "Our" and "Us" means Barwon Coast Committee of Management Inc; and
  - b. "You" and "Your" means the person making a Booking.

## PRIVACY

- 45.** We are committed to protecting the privacy of Your personal information. To the extent that We collect Your personal information We will comply with the *Privacy and Data Protection Act 2014* and collect, use, hold and disclose personal information in accordance with the Information Privacy Principles contained in that Act.

By proceeding with Your Booking, You confirm that You have read and acknowledge the terms of Our Privacy Policy. Our Privacy Policy includes information about safeguards in place for Your personal information. For more detailed information about how We collect, store and use Your personal information in the course of Our business activities, please view Our Privacy Statement [here](#). Alternatively, please call Us on 03 5254 1118 if You would like Us to send You a hard copy of the Privacy Policy.