



TERMS & CONDITIONS

The following Terms & Conditions have been developed for Freedom Developments Pty Ltd, trading as Darlington Point Accommodation Village located at Kidman Way, Darlington Point NSW 2706 Australia.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
- "Customer" means a paying guest of the Caravan Park;
 - "Caravan Park" means the Darlington Point Caravan Park and
 - "Rates" mean the prices payable for sites/cabins and (where applicable) other facilities offered by the Caravan Park.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.3 Words imparting the singular shall include the plural and vice versa.
- 1.4 References to any gender shall include the other gender.

2. Use of the Site

- 2.1 Bookings are subject to the Darlington Point Caravan Park terms and conditions and policies and you should read these before proceeding with your booking.
- 2.2 For details of how we collect and use your personal information please view our Privacy Policy (16)
- 2.3 We make every effort to ensure all information displayed throughout the Caravan Park Website is accurate; however, we are unable to guarantee the accuracy of all information nor are we able to guarantee that the site is free of errors or faults. We reserve the right to change information published at any time. We are not liable to you or any other person for any loss in connection with the use of a linked website.
- 2.4 To the maximum extent permitted by law, we are not liable for any loss or damage, however caused (including negligence) which may be directly or indirectly suffered, in connection with your use of or inability to access our website, or the purchase and use of any products and services supplied via this site. The limitation of liability (whether arising under contract, tort (including negligence or statute), applies to all damages or any kind including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties. Under

circumstances where liability cannot be excluded, such liability is limited to the value of the purchased goods or services. These terms do not affect consumers' statutory rights.

- 2.5 The Darlington Point Caravan Park does not accept any liability to you or any third party for any error or omission on this site and may change any information on this site without prior notice and does not warrant that this site will be uninterrupted, error free or that any information or other material accessible from this site is free of viruses or other harmful components.
- 2.6 The Darlington Point Caravan Park does not make any representation about the suitability of information, products, and services on this site for any purpose. The site is provided on an "as is" and on an "as available" basis. You assume all responsibility and risk for use of this site.
- 2.7 Reference in this site to any products, services, processes, trade names, trademarks or other information of third parties does not imply or constitute an endorsement, sponsorship or recommendation to you by the Darlington Point Caravan Park.
- 2.8 We may change or modify all or any part of these terms and conditions by posting changes to our website.

3. Bookings and Reservations

- 3.1 Customers may make reservations in advance through Caravan Park website, telephone, email and in person.
- 3.2 When making reservations, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number, nationality, email address and credit card details.
- 3.3 Payment details will be required for all reservations. Unless the reservation is expressly stated to require payment at the time of reservation, no payment will be taken until such times as indicated in Clause 4 below.
- 3.4 The Caravan Park does not guarantee site/cabin allocations. Darlington Point Caravan Park reserves the right to move site allocations to enable optimization of bookings.
- 3.5 Bookings made through a third party website must be amended or cancelled through the third party website.
- 3.6 Reservations may be changed by the Customer up to 2PM the day prior at no charge (subject to the cancellation provisions set out in Clause 5 below). The Caravan Park will use all reasonable endeavours to accommodate any changes requested but gives no guarantee that all changes will be accommodated.
- 3.7 Reservations are not required. Customers may make bookings on arrival however the Caravan Park cannot guarantee the availability of sites, cabins or other facilities for such bookings.
- 3.8 Customers may extend their stay subject to availability; rates are subject to change. The Caravan Park will use all reasonable endeavours to accommodate such requests.
- 3.9 Prices for sites/cabins include all taxes, unless otherwise stated. Payment will be debited to your nominated credit card at the time the booking is placed in the total amount shown on the booking page.

4. Fees and Payment

- 4.1 All rates are subject to change.
- 4.2 Rates and prices quoted when making reservations apply only to accommodation unless otherwise stated. Additional charges may apply for items including, but not limited to, wireless internet access, linen. Customers will be informed of the prices payable for such additional items on arrival at the Caravan Park.
- 4.3 A non-refundable deposit of one nights accommodation is payable as a deposit upon booking. A booking will not be made without a deposit. This deposit is NON refundable.
- 4.4 Customers shall pay all sums due upon checking-in at the Caravan Park including any additional charges incurred during your stay are to be paid as incurred.
- 4.5 The following payment methods are accepted by the Caravan Park:
 - Credit and Debit Cards – Visa, Mastercard
 - Cash (Australian Dollars)
 - If paying by direct bank transfer, please use the following details:
 - o Account Name: Freedom Developments Pty Ltd
 - o BSB Number: 062-548
 - o Account Number: 1063 2552

A 1.5% Credit Card processing fee will applied if using MasterCard or Visa Credit Cards. Please note that no fee will apply to Debit Card Transactions.

5. Cancellations

- 5.1 If you wish to change or cancel your booking you must Contact Us. We cannot guarantee that changes can be made.
- 5.2 All cancellations must be made in writing addressed to info@darlingtonpointcaravanpark.com.au.
- 5.3 A valid cancellation notice must include:
 - a)Guest Name
 - b)Reservation number
 - c)Dates of stay

as these details appear on your confirmation of booking
- 5.4 Failure to advise a cancellation will result in the full loss of deposit. The remainder of your booking will be cancelled at this time.
- 5.5 **No refunds** will be given for guests cancelling within 24 hours prior to 2pm on the scheduled date of arrival. The first nights accommodation cost of any booking is NON refundable and is charged as a cancellation fee.
- 5.6 Failure to arrive at the Caravan Park on the scheduled date of arrival will result in full loss of deposit paid. The remainder of your booking will be cancelled at this time.
- 5.7 **No refunds** or credit will be issued for early departures due to weather or other circumstances beyond our control.

- 5.8 If you are paying weekly and decide to leave before you are due to check out, you effectively forfeit the remainder of the booking. Under no circumstances is this amount transferrable or refundable. Management reserves the right to then re rent the vacated site/cabin.
- 5.9 Any requests for refunds must be made within 30 days of the arrival date, otherwise all monies will be forfeited, refunds and credits will be at the discretion of management.
- 5.10 The Caravan Park may, from time to time, cancel a reservation. In the event of such cancellation, the Customer shall be informed minimum 4 weeks before arrival date and shall be offered a full refund of any and all sums paid to the Caravan Park.

6. Check-in and Check-out

- 6.1 Check-in time at the Caravan Park is at 2pm.
- 6.2 Check-out time at the Caravan Park is 10am. If no damages or further charges apply and the key has been returned, the guest will not be charged any additional fees.
- 6.3 Later check-out times may be possible by prior arrangement (and at Managements discretion) and will be charged at an hourly rate. Details of charges will be provided to the customer at the time of their request.
- 6.4 In the absence of an arranged late check out, failure to check-out by 10am may result in the Customer being charged for an additional night's accommodation at the standard applicable Rate.

7. Caravan Park Rules

This is inclusive of but not limited to:

- **Office Hours-** 9am – 5pm Monday-Friday 10am-4pm Saturday and Sunday
- **Check-in** time is 2pm
- **Check-out** time is 10am on the day of departure.
- **After hours number** for *urgent* matters please call 0447 639 442. In the case of an emergency call 000
- **Noise & Behaviour** We ask that you respect other guests by limiting the amount of noise from 8pm and no noise between 10.00pm and 7am. Guests are required to conduct themselves in a reasonable and responsible manner at all times and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in immediate eviction. Any form of abuse towards staff or other guests will not be tolerated. *Illegal activity* will not be tolerated and will result in immediate removal from the park grounds and the police will be called.
- **Children** under the age of 10 must be supervised by an adult when visiting the amenities.
- **Fires** Raised, self-contained firepits are allowed on sites provided they are not placed on grassed areas. Small fires only. Fires are not permitted during certain times of the year (see Office Staff to determine dates). Any fires placed incorrectly will be immediately extinguished and guests may be asked to leave.
- **Visitors** No visitors are to enter the Caravan Park unless prior arrangements have been made with management. All approved visitors **MUST** sign-in at Reception and must be co-signed in by the registered guest. All visitors are required to supply current photo ID. No visitors will be signed in after 5.00pm and must vacate the facilities by 10pm. No overnight visitors are permitted due to fire, health and safety regulations. Visiting hours are subject to the discretion of management and can be changed without notice. Registered guests are

responsible for their visitors and their actions whilst in the Accommodation Village. Management reserves the right to remove any visitors that are in breach of the rules.

- **Keys** Cabin and Site (Amenities) keys must be returned at departure. Failure to do this, will incur a \$10 charge payable by the Guest for each key not returned.
- **Smoking** The cabins and common areas within the Caravan Park are non-smoking – please use ash trays provided. An additional cleaning fee may apply should smoking occur inside Cabins.
- **Property** Any person found to be damaging park property or that of other guests will be evicted and will be held responsible for repair costs. Registered guests accept full financial responsibility for any damage caused to any allocated site/cabin, including any common areas. A cleaning fee will be charged if cabins are not left in a clean and tidy state upon check-out.
- **Belongings** Guests are advised to secure their belongings and valuables. Management are not liable for losses of personal properties. This includes all private and public areas.
- **Pets** Must be registered at check in. Please do not leave your pet unattended. Pets must be kept on a leash at all times, not cause a nuisance to fellow guests and owners must pick up after them.
- **Vehicles** 1 vehicle is permitted per site/cabin all additional vehicles must be approved by management. All vehicles are to be driven at no more than 5km throughout the park.
- **Bikes and Scooters** can be ridden at walking pace. A helmet must be worn. Riding after dark is prohibited.
- **NO Refunds** for early departures. Please see website for full T&C's.

Eviction is at the management's discretion and includes but is not limited to the above rules. Guests who choose not to follow the above Guest Rules will be asked to leave Darlington Point Caravan Park with NO REFUND.

8. Food and Drink

- 8.1 Unless expressly indicated otherwise, food and drinks are not included in any rates and are not supplied at the Caravan Park.
- 8.2 Details of restaurants and nearby eateries will be provided to the customer upon request.

9. Disabled Customers

- 9.1 Unfortunately, at the moment Darlington Point Caravan Park does not have wheelchair accessible facilities.

10. Age Restrictions of Guests

- 10.1 Darlington Point Caravan Park is not able to accept guests under the age of 18 without an adult.

11. Limitation of Liability

- 11.1 To the fullest extent permissible by law, the Caravan Park's liability for any loss or damage suffered by Customers shall be limited to that which arises out of the negligence of the Caravan Park's employees, subcontractors or agents.
- 11.2 The Caravan Park shall not be liable for any indirect loss or damage which may be suffered by a Customer including, but not limited to, loss of income, loss of business, loss of profits, loss of opportunity, loss of anticipated savings, loss of data or loss of enjoyment.
- 11.3 **Force Majeure**; neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God,

Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

11.4 Nothing in these Terms and Conditions purports to limit or exclude the Caravan Park's liability for:

- a) Death or personal injury caused by the negligence of the Caravan Park, its employees, subcontractors or agents;
- b) Fraud or fraudulent misrepresentation; or
- c) Any other matter for which it would be illegal for the Caravan Park to limit or exclude its liability.

12. General

12.1 The Customer's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.

12.2 The Caravan Park may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform Customers as soon as is reasonably possible of any such changes.

13. Data Protection

13.1 The Caravan Park will not share Customers' personal data with any third parties for any reasons without the prior consent of the Customer concerned. Such data will only be collected, processed and held in accordance with the Caravan Park's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

14. No Waiver

14.1 No failure by the Caravan Park to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

15. Severance

15.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. Privacy Policy

16.1 The Darlington Point Caravan Park is committed to the protection of your personal information. We collect various personal information from you and we appreciate that you may be concerned about how that information is collected, used and protected. The Privacy Act 1988 (Cth) ("the Act") governs the way we collect, use, disclose and store your personal information. This Privacy Policy describes how we aim to adhere to those principles contained within the Act.

16.2 Collection of Personal Information:

- a) Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably

be ascertained, from the information or opinion. The Darlington Point Caravan Park may collect personal information about you in the form of your:

- name and address,
- email address,
- computer IP address,
- phone numbers,
- date of birth,
- financial information such as bank or credit card details,
- previous dealings with us.

b) We may collect personal information from you in various ways, to include dealing with you in person, over the telephone, through our website or email server, or through customer feedback or survey forms. Sometimes we may collect personal information from a third party but only if the individual has consented to such collection, or from a publicly available source. If you visit our website or send us an email we may collect personal information from you from these sources, particularly when you fill in online forms, make a payment to us, participate in an online forum, join a mailing list or from the content of your email.

c) Use and Disclosure of Personal Information:

- The information we collect about you is used for reasons directly related to our business to allow us to perform the services you expect from us. For example, we may use your personal information to provide you with information and updates, which could include marketing materials; arrange services to be provided; undertake statistical analysis; for accounting purposes or to evaluate the effectiveness of the services we provide. Your information is strictly confidential, and we will not sell, rent or give your personal information to a third party; unless:
 1. You have given your consent;
 2. You would reasonably expect, or have been told, that information of that kind is usually passed to a third party. Third parties may include insurance companies, government agencies or medical practitioners;
 3. It is required by law;
 4. It will lessen or prevent a serious and imminent threat to somebody's life or health.

d) Access and Quality of Personal Information:

i. We want to ensure that the information we collect is up-to-date and accurate. In order to achieve this, our staff may monitor your personal information and will update our database when you inform us of any change to your details. If you request to see what personal information we hold about you, we will grant access unless we consider there is a sound reason under the Act, or other relevant law, to withhold the information, for example that a disclosure would unreasonably interfere with the privacy of another.

ii. Security and Storage of Personal Information:

- Upon receipt of your personal information we take all reasonable steps to protect that information against loss, unauthorised access, use, modification or disclosure. We aim to store your information in a secure environment to

include, password protected electronic files, maintaining virus protection software, securing paper files in locked cabinets where physical access is restricted to authorised personnel.

- When we no longer need your personal information, we will destroy or delete it in a secure manner.
- We adhere to the following Privacy Principles
- We only collect personal information by fair, lawful and non-intrusive means.
- We only use or disclose information for the purpose for which it was collected.
- We take reasonable steps to ensure the personal information we collect, use or disclose is accurate and up-to-date.
- We have procedures in place to protect the personal information we hold from misuse, loss or unauthorised access.
- We clearly set out our management of personal information in a Policy, which we make available to anyone who asks for it.
- We provide individual access to personal information held about the individual, and if we cannot provide access we will give reasonable written reasons for declining the request.
- We will use Commonwealth Government identifiers for the purpose for which they were issued, and we will not adopt our own identifiers of an individual except where it is necessary to carry out our functions effectively.

16.3 Your Responsibility:

- You must keep secure any means of identification which the Darlington Point Caravan Park supplies to you in order to use services on this site. You must supply accurate and not misleading information when using services on this site.