

## **Port Fairy Glamping Terms and Conditions**

All bookings made are subject to these terms and conditions and the person making the booking is deemed to have accepted these terms and conditions on behalf of all individuals making use of equipment provided by Port Fairy Glamping.

A booking by you together with these terms and conditions will constitute your acceptance of, and agreement to be bound by, the contents. These terms and conditions may only be amended to the extent agreed in writing by Port Fairy Glamping.

References to 'Port Fairy Glamping' and 'we', 'us' and 'our' shall be deemed to be references to Port Fairy Glamping. References to 'you', and 'your' shall be deemed to be references to the person entering into an agreement with the Port Fairy Glamping and who is principal to all obligations.

## **Booking and Cancellations**

To secure your booking, the full balance plus a \$150 (\$200 for Little Yorkie) refundable bond per tent / van must be paid in full, unless otherwise arranged in writing with Port Fairy Glamping.

The security bond covers damage, breakages or extra cleaning that may be required. The bond will be fully or partially reimbursed within 7 days after departure. Excessive cleaning caused by vomit, or spillage of soft drink or alcohol, will result in the loss of your security bond. Any deductions will be fully itemised.

Port Fairy Glamping will request your bank details within 7 days after your departure to return your deposit (minus any deductions) or make the payment as a refund back to your credit card or PayPal account. If you do not supply us with your bank details within 12 months after your booking your bond will be donated to charity.

If you choose to cancel your booking, you will need to let us know as soon as possible by email.

1. Cancellations that are more than 28 days prior to the arrival date will be refunded in full less non-refundable deposit if indicated prior to booking
2. Cancellations that are less than 28 days but more than 14 days prior to the arrival date will be refunded 50% of the full payment plus bond.
3. If you need to cancel your booking less than 14 days prior to arrival you may choose to:
  - book an alternative date within 6 months, subject to availability or;
  - forfeit the any monies paid, less the bond, we recommend taking out travel insurance to cover this.
4. COVID-19 If you need to cancel due to COVID symptoms or illness, border closures (that effect your travel) or lockdown is in place then we will offer either a full refund, rescheduling of your booking to another date or putting your booking on hold until you can plan a different date. This applies for all glamping fees, and site fees at Gardens Caravan Park or Southcombe Park Port Fairy. Bookings for alternate parks will be subject to the specific parks refund policy.

For your safety and to protect from damage to our equipment, Port Fairy Glamping reserve the right to cancel your booking at any time in the event of extreme weather conditions. In these circumstances, you may choose to book an alternative date.

It is the responsibility of the Hirer to exercise all due duty of care and always supervise children with hire equipment. Diligence must always be exercised with younger children during the kids parties. There will be no member of our staff in attendance during your party and it will remain your responsibility to supervise and ensure the safety of your guests.

Equipment Usage Equipment refers to all items provided Port Fairy Glamping including but not limited to bell tents, ropes, poles, beds, bedding, soft furnishings, decorations, lighting and the Viewsonic M1 projector.

You are fully responsible for all expenses, losses, damages, and/or claims suffered during the period of hire arising from any negligence, omission, or fault of yours and/or any such claims. You are fully responsible for any damage and loss caused to the equipment regardless of culpability, and therefore if the bond is insufficient to cover costs incurred to Port Fairy Glamping, you agree to pay, in full, all costs to rectify this. The hirer is fully responsible for the safety of the Viewsonic M1 projector and in the event of any damage will be charged the full replacement cost of \$500.00

### **Equipment Usage**

Equipment refers to all items provided Port Fairy Glamping including but not limited to bell tents, ropes, centre poles, beds, bedding, soft furnishings, and decorations.

You are fully responsible for all expenses, losses, damages, and/or claims suffered during the period of hire arising from any negligence, omission, or fault of yours and/or any such claims.

You are fully responsible for any damage and loss caused to the equipment regardless of culpability, and therefore if the bond is insufficient to cover costs incurred to Port Fairy Glamping, you agree to pay, in full, all costs to rectify this.

You agree:

- to immediately report any theft of the equipment to Police and to Port Fairy Glamping.
- to use the equipment for purposes only that accord with the laws of the jurisdiction in which the site is located.
- not to deface or tamper with the equipment including, but not limited to, affixing any object to the equipment.
- not to use any electrical equipment including but not limited to lighting, appliances, cooking or other decorative electrical items, without written consent being received Port Fairy Glamping. Such consent must be requested prior to the commencement of the period of hire.
- not to cook or use gas appliances of any kind inside the tent.
- to have no open flames within 4 meters of the tent.
- not to smoke within 4 meters of tents.
- to remove shoes at the door to prevent mud damage on the carpets and bedding. Excessive mud damage that cannot be removed from bedding and furnishings will result in the loss of your bond.
- to not have pets inside the tents.
- not store inside the tent any items which are likely to mark or tear the floor, or otherwise damage any part of the inside of the tents.
- not move or relocated the tent/s from the original site. Only employees / agents of Port Fairy Glamping may erect and remove the tents.

- not remove anything from inside the tent including but not limited to soft furnishings, bedding, linen, and decorations.
- that Port Fairy Glamping and its employees accept no liability for any personal injury or damage to any persons or property suffered during the period of your usage.
- that Port Fairy Glamping will not be held liable for any: Act of God including tempest, fire, flood, storm, or natural disaster; War, civil war, sabotage or act of terrorism; Government sanction, embargo, import or export regulation or order; Labour disputes, including strikes, lockouts, boycotts or other industrial action; Failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services.

Excessive cleaning caused by vomit, or spillage of soft drink or alcohol, will result in the loss of your bond.

Port Fairy Glamping reserves the right to inspect the equipment at any time for the duration of the rental period. Should there be any damage sustained to the equipment, or any other breach of these terms by you, we reserve the right to remove equipment from the site without notice.

Please do not leave valuables unattended inside in the tent. Port Fairy Glamping will not be held liable for theft or damage of personal property.

### **Persons under 18 years of age (in Caravan Parks & Camp Grounds)**

Must be accompanied by a parent or guardian for the full length of their stay.

### **Noise (in Caravan Parks & Camp Grounds)**

In the interests of all guests enjoying their stay, we ask that excessive noise is ceased by 10pm. Drunkenness, loud parties and offensive behaviour will not be tolerated. Your booking will be immediately terminated, and you will be asked to leave without a refund.

### **Gift Vouchers**

Gift vouchers are valid for 36 months and are not refundable or exchangeable for cash and do not include the required refundable security bond of \$150 must be paid prior to the confirmation of the booking.

Gift vouchers cannot be extended past the expiry date and the recipient must book and stay before the expiry date. Any unused amount will be forfeited.

Bookings are subject to availability and the gift voucher cannot be used in conjunction with any other promotions or special offers. Port Fairy Glamping recommends booking in advance to avoid disappointment.

Gift vouchers used on long weekends and public holidays may incur an additional surcharge and/or minimum nights booking cost to be covered by the person making the booking.

### **Arrival & Departure**

Arrival and departure for bookings held on private property are subject to arrangement between you and Port Fairy Glamping. You must provide an authorised person to meet us at an agreed time and location before setup will commence.

Vehicle access must be provided within 4 meters of designated site.

For bookings made at caravan parks, campsites or other third-party business property arrival will be one hour after their gazetted check in time and departure one hour prior to their gazetted departure time unless otherwise arranged with Port Fairy Glamping in advance.

These terms and conditions are subject to change without notice.