

Terms and Conditions of Kaiser Ridge – eco stay

These terms and conditions regulate both the booking you make and the occupation of your room or other facility when you come to us.

We are Kaiser Ridge Pty Ltd, a company registered in Australia, ACN 30 622 088 448. Our address is 564 Rifle Range Road, Flaxman Valley SA 5235.

You are: Anyone who books accommodation for any purpose.

These are the agreed terms

1. Definitions

"Event"	means an event of any sort organised by you in a Room or Rooms at Kaiser Ridge – eco stay.
"Room"	means any room offered for booking by us.
"Hotel"	means Kaiser Ridge – eco stay which is owned by Kaiser Ridge Pty Ltd of 564 Rifle Range Road Flaxman Valley SA 5235.
"Services"	means the provision by us of any accommodation, Room hire and/or supply of food and drink and other services, whether or not associated with Hotel services.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. The headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.3. Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

- 2.4. All money sums mentioned in this agreement are calculated net of GST, which will be charged when payment is due.
- 2.5. These terms and conditions apply to all supplies of Rooms by us. They prevail over any terms proposed by you.
- 2.6. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. In entering into this contract you have not relied on any representation or information from any source.
- 3.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Room and Services are suitable and satisfactory for your requirements.
- 3.3. The Contract between us comes into existence only when we write to you to confirm that the Room you want is available. Your payment does not create a contract. If we decline to provide a Room we shall immediately return your money to your credit card.
- 3.4. We may change this agreement and / or the way we provide a Room, at any time.
- 3.5. This agreement covers the terms of your booking and of the occupation of the space you have booked. Some of our Services, such as the provision of food and drink and other services provided at an Event are now or may in future be, available to you only subject to additional terms.
- 3.6. One or more notices in a Room you have booked or around the Hotel may contain information or our requirements as to procedures and behaviour. By accepting this agreement, you are deemed to have accepted these notices as being incorporated in this contract, conditionally only upon your reading them. If you read and do not accept any such term, you should speak to a member of the Hotel staff immediately.

- 3.7. If you book a Room for an Event in the name of a business or company, you confirm that you have full authority to do so and you accept personal liability for any breach of this contract by any person who attends your Event. (If you book a Room for an Event in your own name, you are in any event personally liable).

4. Security of your credit card

- 4.1. We take care to make our website safe for you to use. Card payments are not processed on a page controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 4.2. If you have asked us to remember your credit card details in readiness for your next booking, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

5. The price and payment

- 5.1. Room prices are per Room, per night and are inclusive of GST. Meals are not included in the Room price.
- 5.2. Charges for accommodation are as per the rates stated on the booking platform:
- 5.3. You may pay for breakfast at the same time as paying for your Room as stated in the added extras on the booking platform.
- 5.4. A bond of \$300 is taken at time of payment to cover any unforeseen costs associated with your stay - eg breakage fee or extra cleaning fee. A refund, or part thereof of the bond will be made up to seven days after departure.
- 5.5. We accept payment by credit/debit card (VISA, MasterCard, American Express), BPay or Direct Bank deposit. We do not accept personal cheques or cash.
- 5.6. If you would like to pay for a Room by credit card, we make an additional charge of \$1.65 (\$2.25 AMEX) to process your payment. This fee will be taken at the time of payment. There is no charge for a payment by Bank transfer or BPay.

6. Reservation and cancellation

- 6.1. You may reserve a room either by:
 - 6.1.1 giving your credit or debit card details at the time of booking by telephone; or
 - 6.1.2 paying for your Room in full in advance of your arrival, either by telephone or by email message or by any other method.
- 6.2. If you give us your credit or debit card details we will process your payment. The card you use must have an expiry date that is valid until after the date of your stay.
- 6.3. A Room is reserved up to 2:00pm on the arrival date unless you have made other arrangements with us in writing.
- 6.4. You may cancel a reservation of a bedroom at any time before 2:00pm on your arrival date or, if you are already in occupation, any day of your stay.
- 6.5. If you cancel within the periods specified above, we shall refund any payment you may have made for the period cancelled less a \$50 cancellation fee. If you cancel later, you are not entitled to any refund of money paid. We may, in our absolute discretion, refund part of any money you have paid.
- 6.6. The confirmation of cancellation that we send to you is your proof of cancellation and should be retained by you.
- 6.7. If you cancel a reservation after 2:00pm on the arrival date you will not receive a refund.

7. Arrival and departure

- 7.1. Rooms are available from 2:00pm on the arrival date.
- 7.2. Please let us know if you are likely to arrive after 9:00pm.
- 7.3. Your Room must be vacated by 11:00 on the day of departure. If you do not fully vacate by this time, we may charge you for an additional night.

8. Our minimum provision

8.1. A standard Room provides accommodation as follows:

A king size or two single beds in a loft bedroom.

8.2. A 2 bedroom Room provides accommodation as follows:

Two king size, or one king size and two singles in two loft bedrooms.

9. Restrictions

For yourself and every person in your party or attendee at an Event organised by you, you agree that you will not:

9.1. bring any pet animal into the Hotel, except assistance dogs;

9.2. smoke in any part of hotel buildings. If you do, we may terminate your stay or Event immediately and you will be entitled to no compensation.

9.3. breach our bushfire safety policy and safe use of fire pits policy. Any breach will be reported to SA Police under Section 34 of the Environmental Protection Act 1993.

9.4. transfer a Room reservation to any other person without the notification of management.

9.5. advertise, market or otherwise offer any Hotel Room for sale either on its own or as part of a combined offer.

9.6. cause damage to any part of the Hotel, any Room, or any fixture, fitting or furniture. If you do, you agree to pay us immediately the sum we estimate as the cost of making good that damage.

10. Event management

10.1. You will not organise or manage an Event which promotes discrimination or animosity to any person on grounds of gender, race, religion, nationality, disability, sexual orientation or age. If you are in breach of this provision, we may immediately terminate your Event whereupon every attendee will be a trespasser and will be removed.

- 10.2. We reserve the right to disallow the presence in the Hotel of any person, whether contracted or as an attendee.
- 10.3. If you organise any commercial Event (any Event except a wedding reception) you must tell us the name, address and profession of any contractor, speaker or other professional service provider whose services you intend to use at the Event.
- 10.4. You may bring electrical audio visual equipment into the Hotel only with the written permission of the Hotel and only if it complies with IEE regulations and safety standards.

11. Disclaimers and limitation of liability

- 11.1. All implied conditions, warranties and terms are excluded from this agreement.
- 11.2. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us for your Room.
- 11.3. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to ourselves.
- 11.4. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of \$1,000,000.
- 11.5. We shall not be liable to you for any loss or expense which is:
- 11.5.1 indirect or consequential loss; or
 - 11.5.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 11.6. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

12. Your indemnity

You now agree to indemnify us against all loss, including economic loss, caused to the Hotel, its staff, contractors, clients and guests, arising from:

- 12.1. your breach of this agreement;
- 12.2. damage to any Room, fixture, fitting or furniture by you or any person for whom you have made a booking, or who is in your party or who attends any Event;
- 12.3. the engagement of any external contractor by you;
- 12.4. any adverse affect you may have on any third party customer or client of ours, or any actual or potential booking by any such person.

13. Miscellaneous matters

- 13.1. Our privacy policy is strong and precise. It complies fully with the Privacy Act 1988 which can be found at www.kaiserridge.com.
- 13.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 13.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 13.5. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 13.6. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

13.7. We are not liable for any failure or delay in performance of the arranged event which a Room enables, nor for any circumstance beyond our reasonable control, including industrial action, postal communication, plant failures, supply of gas, electricity and water, fire alarm evacuation or catastrophic weather events.

13.8. The validity, construction and performance of this agreement shall be governed by the laws of State of South Australia and you agree that any dispute arising from it shall be litigated only in that State.

Acceptance by guest

I have understood and accept the above terms and conditions and I agree that they form part of the contract between us. I further assure that I am 18 years of age or over.

Signed: